The New-York Times.

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ONE WEEK LATER FROM EUROPE.

Arrival of the Prince Albert at St. Johns.

Increase of the Political Disquietude.

Opening of Parliament—The Queen's Speech.

DECLINE IN THE ENGLISH AND FRENCH FUNDS

Continuation of Warlike Preparations.

Important from Paraguay — Brazilian Intervention Accepted by the United States.

Cotton Quiet—Breadstuffs and Provisions Firm—Consols 94 3-4@94 7-8.

St. Johns, N. F., Thursday, Feb. 17.

The screw steamship *Prince Albert*, Captain Waters, from Galway on the evening of the 5th inst., has arrived at this port.

The *Prince Albert* had a boisterous passage, and is slightly damaged. She has nearly a full complement of passengers, among them William Smith O'Brien, of Ireland, and Wm. Mulloy, of New-York—all well on board.

The advices by this arrival are from Liverpool and London to the evening of the 4th, by mail, and to the 5th inst. by telegraph, and are consequently fully one week later.

The screw-steamship *North American*, from Portland, arrived at Liverpool on the 3d inst.

Parliament was opened on the 3d inst. The Queen's speech was very non-committal. Though silent on the war question, it caused a decline in the Funds, both at London and Paris. The speech threatens the use of force against Mexico.

Warlike rumors continued, but they are contradictory.

In the Liverpool Cotton market prices had advanced 1-16d.@⅛d., the market closing steady at the advance.

Breadstuffs were quiet but firm.

The market for Provisions was also firm.

The Money market was slightly easier. Consols for money were quoted 94⅞, and for account 95.

GREAT BRITAIN.

Queen Victoria opened Parliament in person on the 3d.

The speech commences with congratulations on the state of the country and on the progress made in India.

On foreign affairs it says: "I receive from all foreign Powers assurances of friendly feelings. To cultivate and confirm these feelings, to maintain inviolate the faith of our public treaties, and contribute as far as my influence can extend to the preservation of general peace, are the objects of my unceasing solicitude."

The conclusion of the treaties in regard to the Principalities, and one of commerce with Russia, are noticed, and the latter is referred to as an indication of the complete reëstablishment of friendship between the two countries.

The treaties with China and Japan are mentioned as promising great commercial advantages.

Satisfaction is expressed at the abolition by France of negro immigration on the east coast of Africa, and that the pending negotiations give promise of a total abandonment of the system.

In respect to Mexico the speech says: "The state of the Republic of Mexico, distracted by civil wars, has induced me to carry my forbearance to the utmost limit in regard to the wrongs and indignities to which British residents have been subjected at the hands of the two contending parties. They have at length been carried to such an extent that I have been compelled to give instructions to the commander of the naval forces in those seas to demand, and, if necessary, to enforce reparation."

Increased expenditure on the Navy is asked on account of the universal introduction of steam-power into naval warfare.

The rest of the speech is devoted to local matters, and amongst the measures promised are parliamentary reform and a new bankruptcy law.

Addresses in response to the speech were agreed to in both Houses.

Earl Melville in the House of Lords, and Lord Palmerston in the House of Commons, complained of the silence in regard to the threatening state of the Italian question, and other matters of interest.

Lord Derby and Mr. D'Israeli expressed their confidence in the maintenance of peace.

Warlike rumors were still in circulation, but nothing decisive was known.

On the 4th inst. Mr. John O. Lever was returned to Parliament for Galway.

FRANCE.

France continued her warlike preparations.

It was rumored that the Duke de Malakoff would soon return to Paris, and be succeeded in London by the Duke de Montebello.

Prince Napoleon and his bride had arrived in Paris.

The Bourse fluctuated considerably, and declined one per cent after the Queen's speech.

The Three per Cents closed on the 3d inst. at 67f. 80c. to 67f. 55c.

SARDINIA.

The Sardinian Government had decided on a loan.

It was reported that the King of Sardinia was about to marry the sister of the Empress of Russia, the widow of the Duke of Leuchtenberg.

PARAGUAY AND BRAZIL.

The Brazilian mails had arrived at Lisbon, bringing the news that the Brazilian Government had offered its mediation with Paraguay; that the American Commissioner had accepted the offer; and that the Brazilian Admiral had gone to Paraguay on the mission.

Coffee at Rio was unchanged.

AUSTRALIA.

The Melbourne mails of the 18th of December had reached England, and gold valued at £568,000 was on its way there.

THE LATEST.

London, Saturday, Feb. 5.

There was a debate in the Commons last night on the encouragement of the cultivation of cotton in India.

The political disquietude is decreasing.

The Bombay mail of Jan. 11 has been telegraphed. Various British successes are reported, including the defeat of Tantia Topee's forces.

Paris, Friday Evening.—The Bourse is much depressed. The Three Per Cents have declined to 66f. 85c.@66f.

News by the City of Manchester.

The steamship *City of Manchester* left Liverpool for New-York on the 2d inst.

The features of her news were as follows:

Warlike preparations are going forward actively in France, but the Ministerial journals are recommended to keep silent on the subject.

The latest letters speak of the war symptoms being decidedly on the increase.

Great anxiety was felt for the Emperor's speech at the opening of the Legislature on the 7th. It was rumored that he is preparing a surprise for the world, and that war is certain.

The Minister of the Colonies had decided that the immigration of Africans shall be superseded by Chinese.

There were rumors in England of extensive warlike preparations, including 3,000 men for the war.

The marriage of Prince Napoleon and the King of Sardinia's daughter was celebrated at Turin on the 29th, (? 30th,) and the bridal party started forthwith for Paris.

Turin letters say that matters looked slightly more pacific there.

The Austrian six million loan had been introduced in London. It bears five per cent. interest. It was quoted at a discount for some time, but suddenly improved, and closed at a small premium.

The Mails of the America and the Lebanon.

The screw-steamship *Lebanon*, of the Cunard accessory line, arrived here yesterday at noon, having left Liverpool simultaneously with the *America*, Jan. 29. The mails by the *America* were received in this City last evening.

We add particulars of interest.

The Question of War.

CONFUSED INTELLIGENCE—TONE OF THE PARIS AND LONDON PRESS—A CONGRESS PROPOSED—PROBABLE CHARACTER OF A CAMPAIGN—THE LATEST LOOK OF AFFAIRS AT PARIS.

The news from the Continent is still of a most conflicting character. Confidence in the maintenance of peace would appear, from our advices, to gain ground in Paris; but it would be difficult to assign any other reason for this than the fact, perhaps, of people allowing "the wish to be father to the thought." It is true, no new event has occurred to justify fresh alarm; but, at the same time, we are not in the least more enlightened as to the intentions of the French Government. People believe in peace simply because they are averse to war: but, as such facts as transpire are more of a warlike than a pacific tendency, the advocates of a recourse to physical force for the settlement of the Italian question have a better foundation for their arguments than those who take the other view, and indulge in a hope that a Congress will settle everything and "make things pleasant."

In opposition to the notion that the French Government is anxious to settle the point at issue by diplomacy, we have the fact that Austria has not, up to this time, shown the slightest disposition to submit to arbitration. Every mail from Vienna brings intelligence that the Austrian Government fully expects that war will, sooner or later, arise on the Italian question, and that it is preparing for the worst; and the Paris correspondent of the *Herald* says that, among the lower orders in that capital, the notion of a Congress is heartily laughed at.

The Paris journals continue to discuss probabilities with a decided tendency to peace. The *Constitutionnel* denounces the wicked men who spread false rumors, the Belgian journals which reproduce the latter, the pamphleteers who enlarge upon them, and finally, the insipid public in which they find believers. The *Patrie* accepts in a favorable manner the two notes published in the *Moniteur* in reference to Prince Napoleon's marriage, and says: "It may now be asserted that nothing will be changed in the traditional policy of France, and that in the Imperial dynasty there will only be an illustrious alliance the more." The *Presse* congratulates the *Debats* on its article on the war prospects, alludes to the improved tone of the *Siècle*, and praises the declaration that war would not be shrunk from, were war necessary for the vindication of the honor of France. The *Courrier de Paris* sings in praise of peace, and pronounces that, as long as the honor, the frontiers, and the tranquillity of France are respected, she will not commit the folly of isolating herself at one blow from the European concert, by becoming the promoter of wars and insurrections. She will maintain the firm pacific attitude which becomes both her importance and her interests.

The English journals, too—particularly the London Press—keep up the discussion with a spirit and at a length commensurate with the importance of the interests at issue. The *Herald* says it is believed in monetary circles that hostilities in Europe may still be averted. The *Morning Post* boldly accuses the Government of betraying the interests and endangering the peace of the country, by pledging support to Austria, breaking off the French alliance, and even menacing France with the hostility of England. The *Daily News* discusses the strategic aspects of the possible struggle—pointing out the strength of the Austrian lines of defence, and arguing that, if even the French army advanced from Rome, the Austrian army might at the same time cross the Ticino and crush the Piedmontese army, and be ready to receive the French from the south on the banks of the Po, a river which even the great Napoleon never once succeeded in crossing in face of the enemy. The City Article of the *Times* refers to a rumor which, though it may have no immediate bearing on the Italian question, cannot be received as otherwise than significant. It is that the Government have completed a contract with three large iron Companies for a supply of 66-pounders as fast as they can be cast. An important contract for gunpowder has also been taken.

Telegraphic accounts from the Continent do not add much to previous advices, or serve in any material degree to clear up the uncertainties of the position. The *Times* Paris correspondent says, that in that capital matters are come to that pass that it is difficult to say anything certain one way or the other. We still, however, hear of the movement of troops, and another war indication may be read in the statement of the *Opinione*, of Turin, that the Grand Duke of Tuscany has refused to accede to Austria's request regarding an exchange of Tuscan for Austrian troops; and the correspondent of the *Daily News* states that the warlike preparations are going on so actively that the breaking out of hostilities would seem not a question of weeks, but of days.

The *Independance Belge* inserts the following intelligence, without accepting the responsibility of it, on the authority of one of its Paris correspondents:

"You have already referred to the intention of diplomatists to establish conferences with the Cabinet of Vienna to consider the possibility of putting into execution a plan, which was proposed so far back as 1848, and by which the temporary disturbances at present agitating Lombardy might be calmed down, and the tranquillity of Europe restored. Information, derived from the most reliable sources, enables me to corroborate what you have said on the subject. England, desirous of removing all cause for war in Europe, in consequence of the sacrifice to which she has been obliged to submit during the pacification of India, has made a proposal to France, which that power has accepted, to express to Austria her wish to consider the offers made in 1848 to Lord Palmerston's Cabinet, as if they had never been withdrawn. Russia supports this proposal. If I remember rightly, the Cabinet of Vienna consented, in 1848, to the administrative separation of Lombardy and the Venetian provinces from Austria; these provinces were to remain united, and a Government was to be established for them, on constitutional principles. The fact of such conference being proposed by diplomatists is one of the highest importance, since, if the question is answered in one way, peace is at once obtained; and, if in the other, if Austria considers it inconsistent with her dignity to submit at once and without a struggle to the loss of some of the finest districts in her possession, the question is considerably narrowed, and all fear of a coalition against France disappears. The French army, fighting in favor of an order of things in Italy in complete accordance with the wishes and wants of that country, will cross the Alps with the consent and approbation of England and Russia. A negotiation of this kind therefore will reduce the difficulty to two distinct alternatives—peace if Austria consents to the proposals made by the Cabinet of St. James, or war certain, but war confined to Italy, and made with the consent of Europe, for the attainment of a specific object. The statesmen of England have been induced to adopt this course by the knowledge that the intentions of the Emperor are very decided, and that they will soon be followed by deeds. They know that France has been concentrating troops in Algeria, which only await orders to embark, before proceeding to reinforce the garrison in Rome; that force could very easily be concentrated in the south between the Alps and Toulon; that the Government is not granting any more leave of absence; that continuous leave is not being renewed; and that the Minister of War has been buying horses and has just issued a significant order for the purchase of 1,200 mules, to be collected in three months."

The Paris correspondent of the *Herald*, writing on the night of the 27th, says the opinion is now almost universal in Paris that a crisis has arrived in the affairs of Europe more momentous than any which has arisen since the wars of the first Empire. A small party, however, belonging chiefly to the monied interest, still fondly cling to the hope that war may be averted, and that the warning voice of Lord Derby's Cabinet will succeed in persuading the three Powers now preparing for the fight to abandon their dangerous course. Among the lower classes the war feeling, stimulated by *La Presse* and the *Siècle*, is growing daily more intense. This feeling is further promoted by the present uncertainty which depresses trade, and consequently the labor market.

The *Independance* says, the British Cabinet neglect no effort to prevent war, but if the Derby Ministry should be overthrown by a Palmerston Administration the *Independance* ventures to assert that the probability of war would be greatly increased, and it pretends that the solution of the question of peace or war rests with England.

The Paris correspondent of the *Times*, in a dispatch dated the night of the 27th, says: Contradictory facts and contradictory rumors are still the order of the day. There are reports that it is on the political attitude of England that war is in reality dependent. There is also a report that M. de Persigny is likely to go to England once more as ambassador. His reappointment would be regarded as a sign of peace. So great is the uncertainty as to the future that ministers themselves probably do not know what will come out of the present crisis.

According to the Paris correspondents of the *Times* and *Herald*, the project of warding off hostilities by convoking a congress is considered nugatory. The Vienna correspondent of the *Times* is positive that Austria would never consent to the Italian question being settled by an European Congress.

In the Vienna correspondence of the *Times* it is reported that Austria and Russia appear to be on better terms, and it is related that a letter from the Emperor Alexander to the Emperor Francis Joseph has been received, which the latter considered extremely satisfactory. The pretension of the Emperor Napoleon to play the part of European arbitrator begins, it is supposed, to be regarded at St. Petersburg as somewhat dangerous.

We have received, says the London *News* of the 28th, from a source upon which implicit reliance may be placed, an account of the expressions used by the Emperor of Austria in an interview with the Directors of the National Bank, on Monday last. His Majesty declared that he could count with certainty, in case of need, upon the strenuous support of the entire population of Germany, but assured the deputation of his complete confidence of an amicable arrangement of the present difficulty will be very speedily effected. He added that he had just received dispatches from Paris which greatly strengthened this conviction.

As to the probable direction of the campaign, should hostilities occur, the London correspondent of the Manchester *Guardian* writes:

"I find, from conversation with intelligent English travelers just returned from Italy, as well as with Piedmontese and Lombards resident here, that they all agree in considering war as still imminent on the Ticino, notwithstanding all diplomatic appearances and assurances to the contrary. They tell you that an alliance, offensive and defensive, with Piedmont is the price at which Louis Napoleon has purchased the admission of the most disreputable scion of his disreputable stock into the proudest and most ancient of European Royal Houses; and that the poor Iphigenia of this tragedy has not been sacrificed for nothing. They express themselves as assured that there will be no revolutionary rising in Lombardy—not for lack of will, but because the very first condition of it is wanting,—the people have no arms. There are Lombard cities of 30,000 population—Mantua for example—in which I am informed that you will not find 10 guns in civilian hands; even all the permissions to carry arms—equivalent to our game licences—have been withdrawn. The real point of danger is said to be in the Duchies, Parma for instance, where the slightest disturbances would lead to an intervention of the Austrian garrison of Piacenza, which would be sure to draw on a counter intervention of Piedmont. The Piedmontese Consul-General at Parma has lately been summoned to Turin, and has had interviews with the King and with Cavour, at which he is thought to have received his instructions. Austria's first step in the event of a collision would be to cross the Ticino. She might march straight to Turin, unless met by an equal force in the open field. France, I am confidently assured, could throw 100,000 men into Piedmont in three days. Whatever ground there may be for these anticipations, certain it is that the expectation of war seems rooted in the minds of even moderate and sensible Italians resident here. The grounds of Lombard hatred of Austria are quite as much personal as political. It is, above all, the tremendous pressure of Austrian taxation, amounting to something like confiscation in the case of small properties, and to a reduction to one-half in the case of large ones, that keeps up the settled disaffection among the proprietors and nobles. On the part of the peasantry there was, if not loyalty to Austria, at least an entire absence of hostility, till the increased stringency of the conscription, and the late alterations in the currency and salt duties, have supplied the lower classes also with sources of discontent, which come home to their businesses and bosoms.

From the Times' Paris Letter, Jan. 28.

The topic of absorbing interest is still peace or war, and matters are come to that pass that it is difficult to say anything certain one way or the other. There are, as always happens in such circumstances, persons who see nothing but war; others who cannot precisely affirm that peace will be maintained, but who think that the probabilities are quite as great on one side as on the other. Among the latter, as among the former, are men whose judgment and whose position decidedly entitle them to respect. "Who shall decide when doctors disagree?" I believe that a pacific influence would be as advantageously exercised at Vienna and Turin as at Paris. In Lombardy, according to trustworthy information, Austria is all but impregnable. She has been fortifying herself in her position there for the last eight or nine years, and preparing for the events which some think imminent, and others postponed. It is undeniable that Austria has of late shown an inclination, as in the case of Servia, to make light of the obligations which she accepted in the Paris Congress; on that point it is difficult to defend her conduct; and, if she relies so much on her strength as to believe that she can safely disregard her own engagements, the same indifference and the same abuse of force may be apprehended with respect to Piedmont. If Austria be sincerely desirous to maintain peace she would do nothing to disturb it either in Servia or in Piedmont.

Whether a formal treaty of defensive and offensive alliance exists between France and Piedmont I cannot say. The ambiguous language of the *Moniteur*, denying only the allegation of its being only the price paid for the matrimonial contract, but passing over the main point, would lead one to suppose that it does. This, however, I do not take to be a point of great importance. The result would be much the same with or without that instrument, should hostilities break out. Such treaties, as they are usually understood do not, I believe, bind one Power to accept the quarrel of its ally without any regard whatever to the cause of that quarrel, to its justice or injustice; and if Sardinia by a series of annoyances, unprovoked and wholly unnecessary, drew her enemy upon her, the question would be different.

The *Times'* Paris correspondent, writing on the 27th ult., says:

"Contradictory facts and contradictory rumors are still the order of the day. On the one hand we are informed that there are fresh orders for expediting, as quickly as possible, the naval armaments, and that on the political attitude of England war is in reality dependent; on the other, it is reported (though for the correctness of the report I do not vouch) that M. de Persigny is to go to England once more as Ambassador, the Duke de Malakoff coming back to take the command of the Army of Paris, Gen. Magnan succeeding to the post of Grand Chancellor of the Legion of Honor, vacant by the death of the Duke de Plaisance. The only one of these last mentioned rumors which would be important, if it were true, is that about M. de Persigny. His reappointment to the London Embassy would be regarded not only as a sign of peace—unless he has changed his opinions strangely in the last few weeks—but also of a desire to maintain the English alliance."

GREAT BRITAIN.

The safe confinement of the Princess Frederick William, of Prussia, had caused sincere pleasure in England. This auspicious event was communicated to Her Majesty through the electric telegraph, a message by which reached Windsor Castle from Berlin in six minutes after the occurrence. At 1 o'clock the Queen was apprised of the Princess being taken in labor. Her Royal Highness the Duchess of Kent was immediately apprised of the circumstance at Frogmore Lodge. Several communications have since been received at the Castle, announcing that the Royal mother and infant Prince were favorably progressing. Immediately the welcome intelligence became known to the borough authorities and the inhabitants at large, they gave expression to their sympathy and joy by suspending in front of their houses various banners, bearing the arms of England and Prussia, and other loyal devices. The bells of the Chapel Royal of St. George and St. John's Church sent forth merry peals, and in the evening many of the Royal tradespeople illuminated their houses.

It was announced that the old and respectable firm of Messrs. Prior, Turner & Co., engaged in the Sicilian trade, will have to effect a liquidation through the necessary adjustment of accounts consequent upon the death of the senior partner, which occurred at the commencement of the year. The direct liabilities, it appears, do not exceed £25,000 to £30,000, and a very favorable arrangement is anticipated, the operations of the firm having always been conducted with circumspection. No difficulty it is apprehended will be experienced by the connections of the house in Naples and elsewhere, those engagements having already been provided for.

Another instance has transpired to-day, says the *Times'* City article of Jan. 27, of forged bills of exchange having been successfully put into circulation for a large amount. They purport to be drawn by the Barbadoes branch of the Colonial Bank on the parent establishment in London, and are supposed to have been manufactured and negotiated in New-York, whence, after having passed into good hands, they have been remitted here to several respectable firms for collection. Those already presented at the Colonial Bank amount to an aggregate of about £9,000, and, from the manner in which they are numbered, it is inferred that at least a total of £15,000 has been put forth. The plate itself is a forgery of a very clumsy description, and the signatures of the bank manager and accountant at Barbadoes have been poorly imitated. The bills are for amounts ranging from £400 to £1,400, and the sufferers are most probably all in America. The Colonial Bank will of course lose nothing, the counterfeit having at once been detected by them. It seems marvelous that after the recent exposure of similar frauds in Australia, and the attention lately directed to organized forgeries of Bank paper in nearly all the principal commercial cities of the world, any men of business could have allowed themselves to be duped to such an extent.

Her Majesty's screw steamer Curacoa, 31 guns, Capt. Thomas H. Mason, had left her basin at Portsmouth, her interior fittings having been completed for the accommodation of Lord Lyons and suite, her destination being New York and Washington. Her day of sailing is not mentioned.

A well-dressed and rather handsome man, of about 30 years of age, was brought up on Jan. 24, at the Bow-street Police-court, London, under a warrant granted under the Extradition Act, charging him with having, in America, forged the name of Mr. Henry J. David, of New-York, to a bill for £1,000 sterling. The information of Mr. James Styles Kean, of Philadelphia, merchant, stated that the bill of exchange produced, purporting to be signed by Mr. Henry J. David, and drawn on Brown, Shipley & Co., of Liverpool, at 60 days' after sight, was passed to him by a person known as Dowd, or Abraham, or Henry, or David. He represented that he was Henry J. David, of New-York. Witness paid £1,000 in American dollars for the note, which was afterwards dishonored at Liverpool. He then communicated with David, who said he supposed they had not received his remittance, but it would be all right by next mail. Shortly afterward he absconded. The prisoner was remanded to await further testimony from America.

A dashing young American, who gave his name as Frederick Mens, and his occupation as "Timber Merchant and Farmer," was arraigned at Guildhall, Jan. 24, for stealing a horse and dog-cart. He was committed.

On the afternoon of the 27th, intimation was sent to the Liverpool Police office that a number of sailors belonging to an American ship in the river had refused to work, and become mutinous. A number of Police Constables was immediately dispatched to the scene of insubordination, and, after a short time, order was restored on board. The malcontents were not brought on shore, as they were under the protection of the American flag; but at one time, we understand, the affray threatened serious consequences. It has been stated that the majority, if not the whole of them, are men of color.

FRANCE.

It will be seen by the following document, taken from the *Moniteur de la Colonisation*, that the French system of immigrants from the coast of Africa is abolished:

To the Governor of Reunion:

M. le Gouverneur: On the reception of the present dispatch you will take measures so as absolutely to prevent the recruiting of negro emigrants either on the eastern coast of Africa, in Madagascar, or the Comores, as well as all introduction into Reunion of immigrants from these districts or from Ste. Marie, Mayotte and Nossi Bé. I am sending similar instructions to Lieut.-Colonel Morel.

You will, in acknowledging the receipt of this dispatch, inform me of the exact number, the importance, and all details of such operations as may be going on when this reaches you, as well as the date at which they were authorized by your Administration, and the duration of such authorization.

You will inform me exactly what measures you have taken to insure the strict execution of my directions in this matter. Receive, &c.,

The Minister for Algeria and the Colonies,
NAPOLEON (JEROME.)

P. S.—I recommend the strict and immediate execution of this order."

M. Proudhon, the well known Socialist writer, was some months ago condemned, by the Tribunal of Correctional Police, to three years' imprisonment and 4,000 francs fine, for having outraged public and religious morality, and defended, in his work *De al Justice dans la Revolution et dans l'Eglise*, acts which the law describes as crimes. Against that condemnation he appealed to the Imperial Court; but when the appeal came on for hearing he did not present himself, and the judgment was confirmed by default. He put in an opposition to that decision, and the matter came on anew; but when he was called he did not appear, nor did any advocate appear for him. The court accordingly rejected his opposition and again confirmed the judgment.

The crew of the American ship *Johannisberg*, at Havre, had attempted to desert, and were only recovered with the help of the police.

ITALY.

The marriage of the Prince Napoleon with the Princess Clotilda was to take place on Sunday, Jan. 30. It is said that the Empress Eugenie has written a very affectionate letter to the young Princess Clotilda, in which she says: "You will find in me more than a friend, you will find a mother." These words are said to have deeply affected the Princess. She was also much moved when, on the anniversary of the death of her mother, Queen Marie Adelaide, the Court having retired to Montcalieri, Prince Napoleon had a mass performed in the Chapel Royal of Turin for the repose of the soul of the Queen, at which he was present with the persons of his suite. After the service the Prince gave a sum of 300f. to the Chaplain to be distributed to the poor.

It has lately been repeatedly asserted, says the Turin correspondent of the *Times*, that the Papal Government (that is to say, Cardinal Antonelli) wished to get rid of all foreign auxiliaries from the Roman States. As regarded the French troops, this may have been true enough; but the Cardinal would surely not think it safe to dispense with his Austrian protectors while the present system is in force. But, if this were changed in the manner and to the extent I have sketched in this letter, it is my belief, and that of many persons who have enjoyed greater opportunities than I have of judging of the feelings and desires of the Roman people, that the Austrians might very soon withdraw to Ferrara, and the French to Marseilles, without the risk or the almost certainty there at present would be of an insurrection in the Roman States as soon as their backs were turned.

From a Bologna letter of the 20th, published by the *Opinione*, of Turin, we extract the following:

"A few days since, our governing authorities here were informed that the Austrian garrisons at Ancona and at this place would be reinforced by one battalion and a battery of artillery respectively. The necessary accommodation for the troops had been prepared, when yesterday down came another notification, stating that the marching of the troops had been countermanded by an order from Vienna. This countermanding is ascribed here to the threat made by France of meeting this reinforcement of the Austrian garrisons by strengthening her own at Rome and Civita Vecchia. The cigar demonstration has ceased, it being apprehended that its continuance might give rise to premature insurrectionary movements. It is said the Pope is about to pardon several political prisoners, but it is feared that this amnesty, like that of the King of Naples, may only be a commutation of imprisonment for transportation. Letters from Tuscany positively assert that the Cabinet of Vienna urged the Tuscan Government to make an exchange, and send its Florentine troops—which amount to 12,000 men—to do garrison duty in Vaterland, receiving Croats and Uhlans in its stead. The Grand Duke refused, not because he was himself averse to the offer, far from it, but because he was well assured that the army would rise against him on the first attempt to remove them from the national territory."

The *Milan Gazette* announces that in consequence of the closing of the two universities of Padua and Pavia, several families have applied for permission to let their sons or relatives continue their studies privately in those towns, under the tuition of the professors; and that the said permission has been granted by the archduke to those pupils whose previous conduct has justified the confidence.

AUSTRIA.

It is stated in a letter from Vienna, that Austria and Russia appear to be on better terms, and that it is related that a letter from the Emperor Alexander to the Emperor Francis Joseph has been received, which the latter considered extremely satisfactory. The pretension of the Emperor Napoleon to play the part of European arbitrator begins, it is supposed, to be regarded at St. Petersburg as somewhat dangerous.

PRUSSIA.

A letter from Berlin states that the following nominations have been submitted to the Prince Regent for the four principal Embassies: M. Bismarck, to St. Petersburg; M. de Werther, to Vienna; M. Usedom, to Frankfort; Count Pourtales, to Paris.

HAMBURG.

A revolution is impending in the free city of Hamburg. A number of the heads of the first families in the city have already met to determine on a complete revision of the Government.

SERVIA.

The laws which the Skuptschina has passed for the regulation of its own constitutional power, contain enactments of such a nature that the future liberty of the Press is guaranteed by them.

Commercial Intelligence by the Prince Albert.

LIVERPOOL MARKETS.

Cotton—The *Brokers' Circular* reports the sale of Cotton for the week at 62,000 bales, of which 7,500 were on speculation, and 2,500 for export. All qualities advanced under an active demand in the early part of the week, the rise being ⅛d. on the Uplands, and 1-16d. on New-Orleans and Mobiles; but the market closed quiet at the advance. The sales of Friday were 7,000 bales, of which 1,400 were on speculation and for export—the market closing quiet, but steady, at the following authorized quotations: Fair Orleans 7⅜d., Middling Orleans 6 13-16d., Fair Mobiles 7¼d., Middling Mobiles 6 11-16d., Fair Uplands 6⅞d., Middling Uplands 6 9-16d. The stock in port was estimated at 423,000 bales, of which 352,000 bales were American.

The advices from Manchester are unfavorable. The market generally was dull, though India goods were firm.

Breadstuffs.—All quotations are per *cental*, or 100 lbs. Messrs. Richardson, Spence & Co. quote Flour dull but firm for choice; the range for American is 10s.@12s.; Wheat firm but quiet—Red Western 6s. 9d.@9s.; White do. 8s. 7d.@10s.; White Southern 10s.@10s. 9d.; Corn firm, and holders demanded an advance for White; Mixed and Yellow 5s. 10d.@6s. 2d.; White 7s. 1d.@9s. 2d.

Provisions—Messrs. Bigland, Athya & Co., Richardson, Spence & Co., James McHenry, and others, quote Beef steady; Extra Mess, 87s. Pork firm, but large arrivals checked the demand. Bacon firm. Lard buoyant: sales at 56s.@58s., and holders wanted 60s. at the close. Tallow firm.

Produce—The Brokers and other circulars quote Pot Ashes steady and active at 28s. 6d.@29s.; Pearls steady at 32s.@32s. 6d. Sugars generally firm, but for grocery sorts quotations were barely maintained. Coffee dull. Rice quiet. Pork quiet; Philadelphia, 9s. 6d.; Baltimore, 7s. 9d.@8s. Fish Oils generally unchanged. Linseed Oil 30s.@31s. Resin heavy, and all qualities slightly lower, owing to heavy arrivals; common, 5s. 3d.@5d. Spirits Turpentine dull at 39s. Tea had advanced slightly; common Congou 1s. 1d.

LONDON MARKETS.

Baring Brothers quote Wheat firm. Sugar dull and 6d.@1s. lower. Tea firm; Congou, 1s. 1d. Iron dull; Rails, £6 5s; Bars, £6 2s. 6d. Coffee steady. Rice firm. Spirits Turpentine dull, at 40s.

American Securities.—The market for American Securities was generally firm.

Money.—The London Money market was slightly easier. Consols closed on Friday, the 4th, 94⅞ for money and 95 for account.

HAVRE MARKETS.

The Cotton market was advancing at Havre; New-Orleans *tres ordinaire* 99f. Sales of the week 9,000 bales; stock in port 187,000 bales.

LATEST MARKETS.

[BY TELEGRAPH TO GALWAY.]

Liverpool, Saturday, Feb. 5—Noon.

The Cotton market is dull, and prices are weak, sales to-day estimated at 5,000 bales.

Breadstuffs are quiet but firm.

Provisions are firm. Lard firm at 59s.@60s.

London, Saturday, Feb. 5—Noon.

Consols, for money, are quoted 94¾@94⅞.

The political disquietude is increasing.

☞ We are indebted to Freeman & Co.'s Express for San Francisco papers by the Overland route.

The Montreal *Herald* says, intelligence has reached the city that Captain Palliser, who is at the head of a surveying party sent out by the British Government, has discovered a pass in the Rocky Mountains, about the fifty-first degree of latitude. It lies between the head of the Kokinkski River, a fork of the Southern branch of Saskatchewan, and Bow River.

FROM ARIZONA.

More Indian Outrages—Murder of Two White Men and Capture of their Wives—Mining Operations—General News.

Correspondence of the New-York Times.

Fort Buchanan, Arizona, Tuesday, Jan. 25, 1859.

The Apaches have just commenced killing whites This morning at an early hour they killed two white men at "Whetstone Springs," twenty miles from this post, and carried their wives and families off captives. The men killed were Sergeants Kelly and Berry, who had just been discharged from the 1st Dragoons, and were on their way into the States, with their families. They were accompanied by Sergeant Ryan and family, who was on his way to the States on furlough. Sergeant Ryan made his escape, but his wife was carried off captive. Several animals were stolen from the post the same night, it is supposed by the same party.

At the same time this party of Apaches were murdering these discharged soldiers, Capt. Ewell, with the Indian Agent, Dr. Stack, was making a treaty with them—showing how much a treaty is worth, made with this treacherous tribe of Indians.

Sergeant Ryan arrived at the post about 2 P. M. with the intelligence, when Lieut Lord (the only officer at the post) immediately started in pursuit of the murderers with about fifty dragoons. It is hoped he will overtake them.

Some anxiety is felt for Capt. E., who is out with only six men, accompanied by Assistant Surgeon Irwin.

Sergeants Berry and Ryan have been many years in the Army, and are well known to the citizens as worthy and exemplary men, having many times been on scouts in command of a respectable number of soldiers. They had honorably served out their enlistment in the hardest branch of the service, and had just started for the States well provided with animals and money, having several thousand dollars with them.

It is hoped that now the Secretary of War will see the necessity of hurrying out troops, even if they are not destined to occupy Sonora.

Whetstone Springs is about 40 miles from Dragoon Spring, on the mail route.

The President's Message has been generally read, both here and in Sonora, where it is calculated to make a stir. Some of the inhabitants of Sonora are pleased with it, while others and, I think, the most, do not like the idea of our troops taking possession of the country. Many of them have friends in California who, as soon as the Americans got possession of the soil, were designated *Greasers*, and in *some* way driven out of the country. Smarting under this remembrance it is not surprising that the land-owners look with suspicion on any invasion of their territory, either by fillibusters or by order of our Government.

Mining companies continue to arive. The Santa Rita Company, from Cincinnati, arrived with ten wagons, loaded with tools and machinery, some days since. They are to work the old Salaro mine in the Santa Rita Mountains. They commence operations with a better outfit than any Company that has yet come to the country.

The Sonora E. & M. Co. is the first Company to get out any quantity of silver. This Company are in possession of some very rich mines. They were discovered and occupied by Colonel Postow, as agent for the Company, about two years since. He has held possession and worked the mines under great disadvantages, and is entitled to much credit for his untiring energy; for if this Company had not succeeded few others would have dared to follow. The Company is now under the charge of Mr. Lathrop, formerly of Buffalo. Mr. L. is putting up extensive machinery, sufficient to reduce 6,000 pounds of ore in twenty-four hours. From one furnace he is getting about $100 a day in pure silver. The works are nearly completed, and are as substantial and strong as wood and iron can make them. The extent may be estimated from the fact that it requires 2,500 pounds quicksilver to start them.

The prospect of acquiring Sonora has started an number of speculators into the Territory. Not long since Major McCulloch and Judge Rose, (Consul at Guaymas,) passed through here on their way to Guaymas. The impression is that they are after a railroad grant or charter, but if this is all, they have little chance of success, as the acting Governor, Pesquieba, has issued his annual Message, in which he says it will be time enough for the Legislature of Sonora (?) when the citizens of the United States build it to the line.

The subject of this railroad was agitated two years ago, and H. Ehrenberg, the engineer of the Sonora Mining Company, made a survey and report on the subject. It will be found impossible to build a road through Chihuahua, as the mountains are impassable, but an easy route is found, leaving what is termed Grey's route, or, in fact, any 321 parallel route, at Calabazas or Tubac, reaching Guaymas over an easy grade in 350 miles, or reaching the Gulf at Lobos, said to be a good port, in less than 250 miles.

Opening the ports of Guaymas and Lobos is what is wanted for this Territory. It will be worth more to us than a Territorial Government, which is a question on which the inhabitants are divided. We cannot really see the great advantage to be derived from such an organization. All we really require is a county organization, with protection by the General Government from Indians. TUBAC.

FROM KANSAS.

Action of the Legislature—Speedy Adjournment—General Intelligence.

Correspondence of the New-York Times.

Lawrence, Tuesday, Feb. 8, 1859.

The Territorial Legislature is drawing to a close, this being the last day bills can be presented to the Governor, allowing him the prescribed time to consider them before giving his signature. This has stimulated the members to act with dispatch, and the most important bills have become laws during the last few days. A Homestead act was passed providing that eighty acres of land, or one town lot, with improvements, regardless of valuation, together with a liberal amount of personal property, shall be exempt from attachment on execution or otherwise. A bill has also become a law providing for a Commission to audit claims for loss in 1855 and '56. It provides only for making indemnity for actual losses, and damages resulting therefrom. All shot-gun battalions, sheriffs' *posees*, and administrators of *the law*, will be passed by in this arrangement.

A bill passed to-day repealing all the acts passed previous to December, 1857, and a large portion of those passed previous to the present session. This is the fell sweep that we have so long prayed for, and no longer will be heard the thunderings of the people's voice against "bogus laws." This will do much to settle the troubled waters in Southern Kansas, and will atone for much of the unfaithfulness charged upon the Assembly.

The "nigger question," as usual, takes up a great share of the time. A bill prohibiting and abolishing Slavery in the Territory has been bandying between the two Houses for the past three weeks, and there has been manifested a disposition to procrastinate until the last hour, so as not to embarrass the Governor by his being compelled to veto the bill. It is now 11 o'clock on the last evening within the limitation, when notice comes to the Council that the House has passed Council bill No. 75, abolishing Slavery, &c., in Kansas, and cheers on cheers follow from the Council Hall. From the 1st of March next, Slavery has no legal existence in Kansas, under the people's edict. "Unfriendly legislation" has an immortality from this hour. A New-England Society has been organized, and they have their first annual festival next Thursday night at the Eldridge House. It promises to be a splendid affair, in the "down East" way. Baked beans and brown bread are called for.

The Grand Jury are still in session, but no bills are yet found. Witnesses are still coming up from the South. An effort is being made in certain quarters to repeal the law creating a Special Court with jurisdiction in six Counties. The rub is this: It is ascertained that there is an intention with our people to make a thorough work at finding indictments against all who have committed crimes. That will include Clark, Hamilton, Brockett and the long catalogue of ruffian chiefs, and the tender Court finds it hard to give a verdict against such men, therefore the idea of suddenly abolishing the Court to get rid of the solemn duty. There is no probability that the law will be repealed. Gentlemen arriving from the South to-night report all quiet. Montgomery urges all who have committed crimes to surrender themselves freely to the officers of the law.

Night sessions, hard work, short buncombe speeches, previous question, yeas and nays,—the Chair understands herself, and the Council is adjourned. RANDOLPH.

Murdering an Old Negro to get him out of the Way.—An infirm old negro named Boyd was found at Cleveland on the 14th, roasting over a blazing lime-kiln. Circumstances indicate that a party of negroes among whom he lived murdered him to get him out of the way. The *Plaindealer* says these people had become sick of him, as he had no money and was too infirm to steal, and so they took him while he was helplessly drunk, gave him a few knocks over the head and threw him on the kiln.

THE GREAT INDIA-RUBBER CASE.

The Rights of Horace H. Day and Others.

ARGUMENT OF THE HON. B. R. CURTIS.

CIRCUIT COURT OF THE UNITED STATES—SOUTHERN DISTRICT OF NEW-YORK.

CHARLES GOODYEAR, HORACE H. DAY, AND ALEXANDER HAY *vs.* CARY, HOWARD & SANGER.

May it please your Honor: I believe it must be within your Honor's judicial experience that parties, in their eagerness to appear to stand right before the Court, not infrequently exhibit a great deal of evidence which, when it comes to undergo a judicial examination, is found to have very little, if any, bearing upon the true merits of the case. And, it seems to me, that this case presents an eminent instance of this habit. The case turns upon the construction of certain deeds, and upon their construction and legal effect, exclusively. And yet, there is in the case what I may call a mass of *ex parte* affidavits, concerning matters wholly extraneous to those deeds, numbering, I believe, when taken all together, something upwards of one hundred. And upon this mass of *ex parte* affidavits there has been piled up the bills, and answers, and proofs, and accountings, and dicta, and opinions of a past litigation between some of these parties and some other persons. The learned counsel for the defendants have set themselves down, very gallantly, before this heap, and have raked it over, and extracted out of it, a bit here and a bit there, here an act, and there a declaration, something that has been done, or said, or thought, or intended, during a period of twelve years, by somebody or other, in some way or other connected with this subject-matter, or something that somebody or other has omitted to do, or say, or think of; and out of these they have constructed, with very little aid, as it seems to me, of the deeds themselves, the work which they present for the examination of your Honor.

Now, if this were a matter to be submitted to a jury, to be decided by them upon some general, vague but forcible impression made upon their minds, I should look with great respect upon the skillful effort which has been made by the learned counsel on the other side, and to the best of my humble ability, I should probably proceed, as well as I could, to imitate their example. But, inasmuch as, according to my perceptions of what this case requires, it can never undergo a judicial investigation by your Honor, according to this method; and, inasmuch as my humble duty here consists in endeavoring to aid the Court to examine the case according to some true method, I am forced to pursue a very different course.

Certainly there is no rule of law which is better settled, or more important for the security of titles, than that which requires that deeds shall speak for themselves; that they are alone to be listened to in order to ascertain what the parties meant in transactions reduced to and evidenced by sealed instruments; that if their language can be understood it is to be read and received in its natural sense. When difficulties arise in interpreting their language, those difficulties are to be solved by the application of those rules of interpretation which the long and varied experience of judges has settled as safe and convenient; and if after the application of these rules doubts should still remain, then, with great caution, and under many restrictions, the Court may recur to a certain class of extraneous facts, not for the purpose of saying something which the deed has not said, but to aid the Court to ascertain what the deed really means. These are familiar rules, and I shall endeavor, so far as I can, to present this case to the Court in accordance with them.

The first of the deeds which comes in question is the earliest in point of time, and in some aspects of this case the most important, though in others it is unimportant. It is the deed of the 29th of October, 1846, in which Charles Goodyear is the grantor and Horace H. Day the grantee. Now I think it most important, in considering this deed—and before adverting to its language—to ask your Honor to apprehend what is the precise point in controversy between the learned counsel and ourselves on the interpretation of this deed. That point in controversy respects the true meaning and legal effect of the words which describe the subject matter of the grant, viz: "the exclusive right, license and privilege to make, use and vend "*shirred or corrugated goods.*" The question is upon the true meaning and legal effect of those words as they stand in this instrument. The learned counsel for the defendants maintain that these words in this instrument are to be *read* as if the grantor had said "*my said shirred or corrugated goods.*" That is, that this is a grant of one particular species or kind of shirred or corrugated goods, identified and described by a silent but effectual reference to something which precedes them in the deed. By a silent but sufficient reference—such is the argument to those terms which precede the granting part of the deed, the legal effect is the same as if the grantor had said "my said shirred or corrugated goods." On the other hand, we maintain that these words mean what they say—shirred or corrugated goods generally, and without restriction—and this is the precise question between us.

The learned counsel, yesterday, said that he did not deem it necessary to go out of this deed for the means of interpreting these particular words; that the deed itself contained a definition of those words; that they meant only what he (Goodyear) had denominated in his patent shirred or corrugated goods. Now, I am entirely prepared to concede, I think it must be admitted, that if Mr. Goodyear, at the time when he made this grant to Mr. Day, had only been the owner of the two patents for a particular kind of shirred or corrugated goods, and had proceeded to make the grant in the terms which are here given, of "shirred or corrugated goods," I think it must in fairness be conceded that the learned counsel's argument would have been sound and correct, and that, unless that interpretation could be in some way controlled by the other portions of the deed, the argument would have been conclusive as to this part of the case. Because, it would seem to be unanswerable that, inasmuch as it is the purpose of this deed to make a grant of an exclusive privilege—and the only exclusive privilege which the grantor had and could convey was one arising under these two shirred goods patents—his intent was to convey a privilege under those two patents, and under those alone. That would be, under these circumstances, the only subject matter within his control upon which his grant could operate; and, therefore, the construction would be that it was designed to operate upon that, and upon nothing else. Far otherwise is it, however, upon the facts recited in this deed; for here it is recited that, besides these two patents named in the recital, for what he denominated shirred or corrugated goods, Mr. Goodyear is the inventor and patentee of vulcanized rubber, which is capable of being applied, not only to shirred or corrugated goods made in pursuance of Goodyear's patent, for the method and means of making those goods, but is also capable of being applied to other kinds of shirred or corrugated goods.

This vulcanised rubber is an essential part not merely of that kind of shirred goods which he himself had invented, but of any which he, or anybody else, either previously had, or afterwards might invent. That takes away entirely the argument which is predicated on the nature of the grant, and the possible subject matter upon which it might operate. In the actual case before the Court, Mr. Goodyear had the power to make a grant of an exclusive privilege to use vulcanized rubber, not merely in the particular kind of shirred or corrugated goods for which he had taken a patent, but in any other kind which he or anybody else might have invented or might afterwards invent.

Now, this being so, let us turn back once more to those words of grant. The grantor might have made a general grant of a privilege to use vulcanized rubber in any species of shirred or corrugated goods. What has he done? It is "license or privilege to make use or vend shirred or corrugated goods"—general words; not "my said shirred or corrugated goods," fixing, identifying and restricting the meaning, by reference to a particular patent; but general words, "shirred or corrugated goods;" capable, certainly, of comprehending any kind then existing, or afterwards to be invented. Were these words intended to comprehend any kind then existing or afterwards to be invented? That is the question.

The first rule of law which I suppose occurs to the mind of any lawyer, when thus considering general words, is, that any ambiguity in a grant is to be taken most strongly against the grantor. And not only in the old law, but in modern times, has this rule been resorted to and applied in cases which were very striking, certainly as affording relief by this rule to the judicial mind to conduct it out of difficulty. Thus, in one of the cases to which I have referred, decided in Massachusetts, a grant was made of land, bounding it easterly on the sea or flats; the sea, under the law of Massachusetts, meaning low-water mark, and the flats meaning high-water mark; so that, in legal interpretation, the deed gave one boundary upon low-water mark, and another upon high water mark. The Court said, we cannot tell with certainty from these words what was intended by these parties if we look merely to the words themselves; we therefore call in aid the rule of law, that the grantor, if he puts an ambiguity in his deed, must take the consequences of that ambiguity; and the land is bounded by low-water mark. So, in many cases to which I have referred your Honor, in Coke Littleton and other books, which I will not stop to detail; the rule itself and many applications of it being familiar to the mind of the Court.

But I do desire, in order to show how applicable this rule is to this case, to ask your attention to a reason which is given by Blackstone in his Commentaries, why the rule has been established, or rather what is one of the reasons for it; and it is this: "That, herein all manner of deceit in any grant is avoided; for men would otherwise affect ambiguous and intricate expressions." It is to prevent a grantor, who has a secret knowledge of facts to which the words he employs would apply advantageously to himself and disadvantageously to the grantee, from using ambiguous expressions, and thus escaping, by means of them, from the true meaning of the words of the grant, as the grantee had a right to understand them. Now, let us see, may it please your Honor, if this reason has not a direct and immediate application to this case.

The defendants have put into this case an affidavit of one Onderdonk, one portion of which I desire to read to your Honor. He first begins by saying, that, "being a licensee, Mr. Goodyear applied to him to get him to surrender his license, in order that he, Goodyear, might carry out an arrangement he had made with Mr. Day; that he was unwilling to surrender his license, considering that it was a profitable business, which he desired to retain. Under this impression, deponent refused, at the solicitation of Mr. Bishop, to surrender his license to Mr. Goodyear; that Mr. Goodyear applied personally to him at New-Brunswick, and urged him to consent to such surrender; that at first this deponent persisted in his refusal, and Mr. Goodyear urged various arguments upon it; among others he produced a small piece of woven India-rubber goods, which he showed to this deponent, and said that class of goods would undoubtedly supersede shirred goods at some time; and this deponent recollects perfectly the piece of woven goods, and the remarks of Goodyear upon it, and that Goodyear, among other things, said that when this woven goods became valuable, this deponent might have a chance at it."

This was immediately before this man surrendered his license. He surrendered his license on the first day of December, within a short time after the original grant from Goodyear to Day, which we are now considering, and before the entire transaction was completed between these parties.

Now, I pray your honor to consider this matter for one moment. Here is a grantor, who is settling a controversy with this complainant Day. It was to be an adjustment of a litigation; a species of contract which, as your Honor knows, is upheld by a court of equity, even with a strong hand, and against serious objection. It was a matter in which the parties were called upon, by every consideration of law and honor, to exhibit good faith towards each other. Mr. Day, as they have read from his answer in the New-Jersey case, and as is clearly inferrible from this deed, had an expectation, grounded on the provisions of the deed itself, that he was to have a monopoly of this shirred goods business. Mr. Goodyear knew that there was a secret deeply affecting the subject of his grant. He knew that although woven elastic goods had long been known in the market, they were made of unvulcanized rubber, and therefore were of comparatively little value; that the art of making these goods of vulcanized rubber had not yet been attained and made public; the difficulty being, as was explained to the Court by Mr. Dickerson, that, although you could weave the strands of unvulcanized rubber when they have been extended and their elasticity taken out of them, and restore their elasticity afterwards by the application of hot water, you could not treat vulcanized rubber in that way. It was necessary to weave the strands while their state of elasticity continued, and the art of doing it had not become known to the public. Goodyear did know it. He knew it had been reached: and—as the defendant's counsel now argue—when making an instrument for the purposes of peace, and with a view to a compromise, by surrendering to Mr. Day the monopoly of the shirred goods business, he employed these general words, having in his pocket, at the same time, another species of shirred goods, not made, as they say, in accordance with his patent, capable of superseding in the market, and—as the learned counsel tells your Honor over and over again—which has superseded in the market the particular thing which alone, they say, was granted.

Now, is not that an occasion for the application of this old rule of the common law, that when a grantor employs general words, they shall be taken most strongly against him; lest he, from his more complete and perfect knowledge of the subject, should be able to commit a fraud or deceit upon his grantee? Unless these general words are construed generally, and so as to embrace every species of shirred goods, that fraud or deceit is perpetrated, and Mr. Day is deprived of what he justly supposed he was bargaining for.

There is one other suggestion which I desire to make in this connection. I have already stated that the leading object of this paper, as recited in it, was a compromise of the litigation and disputes which then existed between the parties. "Whereas Charles Goodyear, or his assigns, have instituted various actions at law and in equity against Horace H. Day and his agents, for alleged violations of all or some of the rights secured or mentioned in said letters patent, which actions are still pending, untried and undetermined. * * * And whereas the said parties hereto have resolved to settle all differences between them upon certain terms and conditions agreed upon between them," thereupon the articles witness the grant. This, then, was the leading object of the deed; and should it not be construed in such a manner as most effectually to carry out that leading object, and, if so, should a construction be put upon the general words of the grant or, so restraining them, that this restricted meaning must inevitably plunge the parties anew into just such disputes as they were settling?

The argument on the other side is, that what was intended to be granted, was what was previously described in Goodyear's patents for shirred goods—nothing more. Well, must not anybody connected with the subject have foreseen—did not Mr. Goodyear know—that in the progress of invention upon this subject, other articles, even if they had not then appeared, would appear, which would give rise to questions of the utmost difficulty, as to whether they did or did not come under that particular patent? The shirred goods complained of in this case can answer all the ends of such goods, are capable of coming into competition with them, and as the defendants' counsel say, can drive them out of the market. Goodyear knew perfectly well, that such goods then secretly existed. Must not any man in his senses connected with this business have foreseen that this might happen? And did not Day foresee this? The clauses of this deed, to which I shall refer presently, will prove that this contingency was anticipated. Is an interpretation, then, to be adopted, by which these parties must have foreseen they would be plunged anew into difficulties, disputes and litigations like those they were then adjusting?

There are affidavits, may it please your Honor, in this case to the effect that, although the species of shirred goods against which we complain in this case are woven, still, they come under Goodyear's patent for shirred goods. Without entering fully into the reasons for this opinion, they may shortly be stated thus: That woven shirred goods are capable of answering the same ends or uses as those made in precise and literal conformity with Goodyear's patent; that they are made by a combination of strands of vulcanized India rubber, so combined with some textile material as to make corrugated goods; and that the shirring or corrugation, to which particular quality of the goods all its uses are attributable, arises from identically the same cause in each, to wit, the application in some mode of strands of such India-rubber when extended, the release of those strands, their contraction by force of their elasticity, and the consequent wrinkling or corrugation of the goods. I say there are affidavits in this case in support of that position. It seems to me to be a question of difficulty. I am not prepared to say that, in my judgment, it is one way or the other, or to argue that it is one way or the other. But I am prepared to say, that it affords an illustration of one of the disputes which it must have been the purpose of these parties to avoid. When they settled their controversy, and allowed Mr. Day, as is agreed by the instrument, to have a monopoly of the shirred goods business, they could not have intended, I submit, to use language which should be justly interpreted so as to expose the parties to a renewal of the very troubles from which they were then making their escape.

Another rule for the interpretation of deeds, which I believe to be equally well settled, is, that every part of the instrument is to be looked at. Not merely the words of grant which are themselves to be interpreted, but the entire instrument. As one of the old judges said, every string must have its sound. I propose to ask your Honor to follow me in a brief analysis of this deed. I will first state what I believe will turn out to be true, that there is no provision in it, from beginning to end, which is not in entire accordance with that interpretation of the general words which we seek to have put upon them; that it contains provisions which it is highly improbable would have been inserted if that were not the true interpretation; and still other provisions which are inconsistent with the restricted meaning which has been contended for by the learned counsel for the defendants.

The first clause to which I shall ask your Honor's attention occurs very early in the deed, and under article 3: "That said Goodyear will not hereafter grant any right, licence or agreement to any person or persons, bodies politic or corporate, to manufacture, vend or use corrugated or shirred goods, or to build, use or vend any of the aforesaid machinery, *or to use any of his compounds in the manufacture of shirred or corrugated goods*, and will not himself manufacture or import any corrugated or shirred goods."

Now, here are two distinct stipulations in this covenant. The first is, that he will not license any person to use his shirred-goods patent; and the second is, that he will not license anybody to use any of his compounds—that is, vulcanized India-rubber, made with sulphur, in the manufacture of shirred or corrugated goods. What was the necessity for the second, if the grant is limited to corrugated goods under the patent? He has already covenanted that he will not license anybody to make corrugated goods under the patent. Why go on, and say that he will not license anybody to use his compounds in making corrugated goods, unless, without the insertion of that stipulation—although he did not license anybody to manufacture under his patent, and so kept the first part of his covenant—he might have licensed somebody to make them, not under his patent, but using the vulcanized rubber?

The next section to which I ask your Honor's attention is the 5th: "That said Horace H. Day, his representatives and assigns, shall have and enjoy the like full, free, and exclusive right, license and privilege to make and use, in the manufacture of shirred and corrugated goods, all improvements made or to be made by said Goodyear, or of which he, his representatives or assigns, may become the holders or owners, for which patents have been or shall be obtained, which relate to shirred or corrugated goods, or to the machinery for preparing or making the same, or the composition, stuff or fabric of which they may be composed, or the machinery for preparing or finishing such composition, stuff or fabric, and also the right to use such improved composition, stuff or fabric, in the manufacture of all the other articles in these presents above enumerated." It is not necessary to enumerate them, because they do not bear upon this case.

Now, may it please your Honor, when I come to remark upon that part of the argument of the learned counsel which turns upon the name given to things, and known to the trade, &c., I shall have something to say upon the view, which I esteem an important one, that the subject-matter of this grant was not an existing thing, like the grant of a house or a horse, but is a license to be exercised in future, and to be exercised in a trade or art, which the parties themselves anticipated was in an advancing state, likely to undergo many changes, and for which they made every provision which the relative position of the parties to each other rendered necessary. The truth was, as I have already stated, that, although shirred goods, made by weaving with strands of native rubber, were well known in this market at that time, and will be found expressly referred to in this deed, as I shall presently show, yet shirred goods made with vulcanized rubber were known to nobody but Goodyear, and probably one or two others, who had thus far kept the secret. Still, both parties anticipated that in the progress of this art changes would be made, not merely in the method of manufacture, but, as is here expressed, in the *composition, stuff* or *fabric* of which the shirred goods are to be made, and in the machinery by which the *composition, stuff* or *fabric* was to be wrought or composed. That was anticipated. Now, what have the parties agreed? "Why," says Goodyear, "although an entire change should be made by me in the mode of manufacturing shirred goods, so that even *the fabric* shall be changed, and so that the method of making that fabric shall be changed, still, I agree that you are to have the benefit of those improvements when I make them, because, in substance and effect, they will be corrugated or shirred goods; and I not only agree that you shall have them if I make improvements, but if I can acquire such improvements, owned or made by others, you shall have the exclusive privilege of applying vulcanized India-rubber to those improvements."

Now, what is the argument on the other side? Why, it is that, although it was the subject of an express contract and covenant that, if Goodyear himself should make an improvement by which the mode of manufacturing the fabric or stuff should be changed, still it was all to come under this agreement. Mr. Day was to have it all. If a third person should make such a change, Mr. Day was still to have it, if Mr. Goodyear could get it; but if Mr. Day himself should improve the fabric, he was not to have it; or, if any third person should improve it, and Mr. Goodyear could not acquire it, Mr. Day could not acquire it and apply vulcanized rubber in its composition. Is that probable? Is it conceivable that parties should have dealt together upon that basis? I submit it is not.

I now ask your honor to turn to the covenants of Mr. Day, and to bear in mind, before looking at the first of them, that the precise question between us is, whether these general words, "shirred or corrugated goods," are to receive a construction which shall limit them to a particular kind of shirred and corrugated goods, made under Charles Goodyear's patent for such goods, or whether they are to be taken in their general sense. This covenant is, that Mr. Day will pay to Mr. Goodyear a tariff of three cents a yard for all shirred or corrugated goods, using the same general words, to be made or used by him during the term of said patents or *any* of them. That is, if the state of things should arise which, in point of fact did arise, and which, from the dates of the respective patents must have been anticipated, that the shirred goods patent should expire, and that the vulcanizing patent should be still in force, the shirred goods patent bearing an earlier date than the vulcanizing patent, still Mr. Day was to go on and pay the tariff, because he was deriving the benefit of the vulcanizing patent, that being one of the subject matters granted to him.

Then they proceed to say: "It being understood and agreed"—now here is the question solved—"it being understood and agreed by the parties hereto that *all* shirred or corrugated goods *of any kind*, made or used by said Day or his assigns, *shall be considered as made and used under this agreement*, and subject to said tariff or assessment." It is not necessary to resort to the rules of law, which require that general words shall be interpreted most strongly as against the grantor, to ascertain what the grantor meant. The parties have not rested on those general words; they have expounded and explained them: they have said, in as clear terms as the English language admits of, that the construction contended for on the other side is not the one the parties meant, "*All* shirred or corrugated goods *of any kind*" not "my said shirred or corrugated goods made under my patent," but *all of any kind*, it is understood shall be considered as made and used under this agreement. I do not perceive how this can be strengthened, but something may be added to it which is in entire conformity with it, and that occurs in the same clause. There follows this covenant, an exception out of it. It is very familiar to your Honor's mind that it would be absurd, as well as useless, to except out of a covenant something which was not previously included in it by force of its terms. When, therefore, we find an exception, and look to see what this exception is, we can ascertain satisfactorily that, aside from the exception, that thing would have been included within the covenant.

Now, what is the exception? "Excepting from the operation of this clause," (that is, the agreement to pay tariffs) "however, all shirred or corrugated goods made with strands or threads of native or common gum, where *such* goods" (that is, shirred or corrugated goods) "may be manufactured by said Day, for the purpose of competing with *such* goods," (that is, competing with shirred or corrugated goods;) "and when so made by him for such purposes, he shall not be liable to pay any duty or assessment thereon."

To understand correctly the inducement, meaning and fair scope of this exception, I think it is necessary to look at one or two other things in the instrument. Your Honor will find, by turning back to Mr. Goodyear's fourth covenant, "That he, the said Goodyear, will, at his own expense and cost, prosecute all and every person or persons or bodies corporate, who shall infringe, to the injury of said Day, in the use of the privileges hereby granted and conveyed, all or any of the patents above enumerated or referred to, by the manufacture or sale of shirred or corrugated goods." Anybody who makes shirred or corrugated goods, to the injury of Mr. Day, and who infringes upon all or *any* of the patents, that is, the vulcanizing patent or either of the others, he will prosecute.

Well, then, it is manifest that a contingency existed, and, in point of fact, was contemplated by the parties, of this kind. Here are makers of woven suspenders, who are mentioned below in the deed, who use strands of native or common gum. Says Mr. Day to Mr. Goodyear: "You cannot protect me against those; I must protect myself against them; I must do it by competition; and as you do not protect me, and I shall not use either of your patents, (for as I shall use native or common gum, I shall not use the vulcanizing patent, and as I shall make the woven goods, I shall not use the shirred goods patent,) inasmuch, therefore, as you cannot protect me against them, and as I must protect myself by competition, and I am not to use either of your patents, I ought not to pay your tariff on these goods." "That is agreed," says Mr. Goodyear, and then they insert this exception.

Now, Sir, does not that clearly show that what they are dealing with is woven goods, or some species of goods not made under Mr. Goodyear's corrugated patent? Because if the goods with which he was competing were made under that patent, they might be, and were to be, put down by suit on the patent, and not by competition by Mr. Day; and therefore it is perfectly manifest, taking these different covenants together—and the parties undoubtedly took them together—that when he goes on to say that if he makes of threads of native or common gum shirred or corrugated goods, for the purpose of competing with such goods, he means what he says, viz: That such goods, though woven, are corrugated goods within the meaning and understanding of these parties, and would come under this covenant to pay tariff, unless they had been excepted out of it. The words themselves declare them to be corrugated goods, for he calls them *such* goods, preceded by the same descriptive words as are found in the grant.

All this, may it please your Honor, is very strongly confirmed by what occurs in the third clause—called THIRDLY, on page 6. "It is hereby mutually covenanted and agreed that in the event of any other person than the said Horace H. Day, or those claiming through or by him as aforesaid, or by virtue of his assent or acquiescence, manufacturing, or importing, or selling shirred or corrugated goods, ('except such shirred goods as aforesaid'—referring to the covenant which I have just read—'made with strands or threads of native or common gum, such as is now generally used by woven suspender-makers,') and thereby materially impairing the profits which would accrue to said Day when in the exclusive enjoyment of the privileges above granted," then the tariffs are to be suspended.

And, here again, the same views presented themselves to the parties. Mr. Day says to Mr. Goodyear: "Suppose you do not keep your covenant to protect me; suppose you do not bring suits in accordance with your agreement on all or any of the patents which may be violated, and thus fail to secure to me the monopoly; what is to be the consequence? I wish to have the tariffs suspended while you are thus in default." "I agree to that," says Mr. Goodyear, "but there are species of shirred or corrugated goods against which I cannot protect you, because in making them neither of my patents is infringed, and therefore I cannot consent to have the tariffs suspended simply because somebody is making shirred or corrugated goods not under either of my patents, and therefore we must make an exception of that." But why make the exception, if Mr. Day had not the right within the subject-matter of the grant, and within the intent of the parties as to the protection which Mr. Day was to have by the covenants to bring suits, nor within the clause by which Mr. Day agreed to pay tariffs? Why insert any such exception? It was all outside of the contemplation of the parties, the learned counsel say, and is not to be found in the grant. I submit that this exception is entirely inconsistent with the construction which the defendants would put upon this grant.

I have made such observations as occur to me upon this particular deed. I wish now to turn to the auxiliary articles, as they are termed in the paper itself, and to the fourth clause in the second of these auxiliary articles, to be found on page 10.

Fourthly.—"A release from the Naugatuck Company of the right or license to make any articles which, by the before-mentioned agreement, Day is licensed to make, shall be obtained and assigned to said Day simultaneously with the execution of said articles."

A release from the Naugatuck Company of the right or license to make any articles which Mr. Day is licensed to make by the agreement is to be obtained. Now, Sir, if we can find what release was obtained from the Naugatuck Company, and if we find that it did contain the right to make other articles of shirred goods besides those under Mr. Goodyear's patent, that alone would be decisive; because here is a declaration in writing, in an auxiliary article, that what is agreed to be obtained from the Naugatuck Company is "articles which Mr. Day is authorized to make" by the agreement.

Before turning to the release itself, it is necessary to refer to that which has been so much commented upon—the license to the Naugatuck Company. And even before looking at that, there is another document in the case, to wit: the grant to Suydam, which bears an earlier date than the Naugatuck Company's license, and to which I must ask your Honor's attention. It bears date the 24th day of May, 1844, and is an assignment by Mr. Goodyear to Suydam of the two patents for shirred goods—the patent for the manufacture and the patent for the machinery. It is the only instance which has met my observation in the course of these conveyances in which Mr. Goodyear has parted with his letters patent. All his other grants have been grants of rights under him as the holder of the legal title. Here, however, he parted with his entire title. He conveyed to Suydam, his heirs and assigns, "All the right, title, interest and exclusive privileges granted to me, the said Goodyear, by the United States of America, in and by certain letters patent, both dated the 9th of March, 1844—one for an improvement in India-rubber fabrics; the other, of the same date, also for improvement for India-rubber fabrics, to have and to hold, etc., all the improvements named in said patents, to him, his heirs and assigns, executors and administrators, as his own property, during the unexpired term of said patent." An assignment absolute and entire of these two patents, without any reservation whatever. So that at the time Mr. Goodyear made this license to the Naugatuck Company, he had no more power to license that Company to make shirred goods under either of these patents than he would have had if Suydam had been the inventor and Mr. Goodyear had never heard of it. And this both he and the Naugatuck Company very well knew; and, accordingly, they not only make no express reference to these patents, in the granting part of the license, and employ therein words descriptive of the subject of the grant, which are not properly applicable to shirred goods and the machinery for making them; but, by the very last material clause in this deed to the Naugatuck Company, your Honor will find that it is expressly declared that the right to manufacture shirred goods is excepted from the operation of the instrument, in addition to the other exceptions previously made.

So, then, the state of facts at the time this transfer was made by the Naugatuck Company to Goodyear, as it appears upon the deeds, was this: The Naugatuck Company never acquired any license whatever from Goodyear to manufacture shirred goods, under either of Goodyear's patents for shirred goods; but they did acquire a general license to use the vulcanized rubber for all purposes, with the exception of making shirred goods under those patents. That was the state of the title at the time when this deed, to which I am now going to ask your Honor's attention, was made. The Naugatuck Company had the right to apply vulcanized rubber to the manufacture of any kind of shirred goods other than those described in Goodyear's patents for those goods. They had not the right, they had never had any license, to apply vulcanized rubber to the manufacture of shirred goods under those patents, or to use those patents in any manner.

Now, what we undertake to maintain is, that by this deed from the Naugatuck Company to Charles Goodyear, there was reconveyed to Goodyear from the Naugatuck Company the right to apply vulcanized rubber to the making of other kinds of shirred goods than were specified in his patents; and what the other party maintain is, that by that deed was conveyed to Charles Goodyear, from the Naugatuck Company, the right to make shirred goods under the patents. In other words, they maintain that the deed from the Naugatuck Company to Goodyear, conveyed what the Naugatuck Company never had or owned, and did not convey what they did have and own. That is the position which they maintained in reference to this deed.

Now, I suppose, it is a fundamental rule for the interpretation of deeds, that they are not to be deemed to have been idle ceremonies; they must be allowed to operate, if by any construction, they can be made operative, *valeat quam pereat*; and, therefore, if the language which was used by these parties in this deed were ambiguous, and difficult of interpretation, any doubts would be removed by the necessity of so interpreting the deed, as to make it pass that which the grantor owned, and not to attempt to pass that which he did not own. I conceive, however, that when you come to look at the deed, you will find there is no room for any such doubt or ambiguity; that its express language must be overruled, in order to arrive at the conclusion for which the other party contends.

Mr. Brady—Suydam had not the extension.

Mr. Curtis—I am aware of that; neither had the Naugatuck Company any license or right whatever in reference to the manufacture of shirred goods under Goodyear's patents for the goods; Goodyear did not own those patents, and could not convey and did not attempt to convey anything under them to the Naugatuck Company. I am going to deal with the subject of the right to the extension in the Naugatuck Company, presently, in another connection.

This deed is found on page 25 of the pamphlet printed by the complainants; it begins by reciting the indenture which constitutes the license made by Goodyear and the Naugatuck Company, bearing date the 18th of July, 1844, by which "the said Charles Goodyear gave and granted unto the said Naugatuck India-rubber Company a full and absolute license *to use any and all his preparations of India-rubber*, and improvements in the preparation of India-rubber, for manufacturing cloths or any other article of merchandise, or any article to which the same may be applicable, for and during *the unexpired term* of all patents issued to said Charles Goodyear, bearing any date whatever; and further, as in said articles will more fully and at large appear."

Now, if your Honor will observe these recitals, you will perceive that they do not contain a word about the shirred goods patent, or shirred goods machinery. What they say is, that they have acquired from Goodyear a full and absolute license to use any and all *his preparations of India-rubber*, and improvements in the preparation of India-rubber, for manufacturing cloths and other articles of merchandise; no allusion is made to the shirred goods patents, nor to the machinery for making them. "And whereas the said Naugatuck India-rubber Company has agreed to and with said Charles Goodyear to release and assign and transfer to him all right and license and privilege which *they hold*, (not which they did not hold,) under and by virtue of said indenture, to use the improvements of said Goodyear in the preparation of shirred or corrugated goods, India-rubber pipe," etc. All which they held. As is agreed on all hands, both by the learned counsel on the other side and ourselves, they held the right to apply to other kinds of shirred goods, vulcanized rubber, and not the right to apply it to this particular kind of shirred goods, described in Goodyear's patent for shirred goods. And then they go on and say, after this recital, declaratory of their intention: "Now this indenture witnesseth, that the said Naugatuck India-rubber Company, for and in consideration of the sum of one dollar, etc., have remitted, released, reassigned, transferred and granted unto the said Charles Goodyear, and do hereby remit, release, reassign, transfer and grant unto the said Charles Goodyear, his representatives and assigns, all and singular the right, license and privilege which the said Naugatuck India-rubber Company *has, claims, or possesses*, under said indenture, so made with said Charles Goodyear, or by any other means whatsoever, to use in the preparation of *any* shirred or corrugated goods, etc., *any* of the improvements of said Goodyear, claimed by any patents whatsoever, or of which he may be the inventor or possessor; and also any right which, by the means aforesaid, or otherwise howsoever, the said Naugatuck India-rubber Company may have to manufacture shirred or corrugated goods."

And, then, not content with that, they proceed to covenant, that, after the 1st day of January, 1847, "they will not manufacture, or cause to be manufactured, or be directly or indirectly concerned in the manufacture of shirred or corrugated goods."

Now, I submit that when there precedes this grant to Goodyear, a covenant on his part, that he will get from the Naugatuck Company the right to make such things as he has intended to assign to Mr. Day the right to make—and when he proceeds to take from a Company which never had any right or license under his corrugated goods patent, what they call a reassignment of all right and title to make shirred or corrugated goods—and when it appears that that Company, though they had not the title to make shirred or corrugated goods under the patent, had a right or title to make other kinds of shirred goods—I submit that this is that conveyance of other kinds which he has obtained in order to satisfy his covenant with Day.

And in precise accordance with that he proceeds immediately afterwards to assign whatever he got from the Naugatuck Company to Mr. Day.

"For and in consideration of one dollar, to me in hand, paid by Horace H. Day, and *in pursuance of my covenants and stipulations so to do*, I Charles Goodyear, have assigned, transferred and set over, and do hereby assign, transfer and set over to the said Horace H. Day, the within license and privilege (it being indorsed upon the original license or deed which precedes this,) and all rights thereby granted and conferred, and all the assignments thereof, in order that the said license may be canceled."

Now, I desire to pause for a moment, to say a word or two as to the legal effect of this. Goodyear had transferred to the Naugatuck Company, embraced in the general grant, the right to apply vulcanized India-rubber to shirred or corrugated goods, not made according to Goodyear's patent, and he has taken a reassignment of it to himself. He had previously covenanted that he would obtain from the Company the right or license to make any articles which by the before-mentioned agreement, Mr. Day was licensed to make, and that he would assign it to the said Day simultaneously with the execution of said articles. He says, he is making this assignment in pursuance of that stipulation, and he uses language which, in point of law is amply sufficient to pass to Mr. Day whatever right or title had been assigned to himself by the within instrument, and to vest it in Mr. Day. He concludes by saying, that this assignment has been made to Mr. Day, in order that the said license may be canceled. What is the meaning of that? It can have but one meaning. It cannot mean that the original deed of license to the Naugatuck Company is to be canceled, for everybody knows that that is not to be canceled. This right has been taken out of its operation by a reassignment, but the deed is to stand, and all other rights under it are to stand. It does not refer, therefore to the cancellation of the deed; it refers to a termination of the right, by taking it out of the Naugatuck Company and putting it into Mr. Day. It is to be canceled by the means which the parties have selected for that purpose; that is, to merge it in Mr. Day's title, and thus terminate it by the means which they have selected; and that, I conceive, to satisfy entirely the meaning of these words: "That the license may be canceled." So far as the Naugatuck Company were concerned, it is to be as if it had never been granted to them. So far as Mr. Day is concerned, it has been transferred to him by Mr. Goodyear.

I shall have occasion hereafter, when I come to consider the title of the Union India-rubber Company under the preëmption grant, to return to this subject for a moment; but I here leave it for the present.

I will now ask your Honor's attention to some of the arguments which have been used on the part of the defendants, to show that the interpretation which they rely upon is not correct.

One, and that which, so far as I have any judgment concerning it, is the most important and pressing of these arguments, is derived from the deed of December 5, 1846, from Goodyear to Day, being the last of that series of instruments which was executed between the parties. The ground taken by the other side is, that the purpose of these instruments was to supercede all the preceding agreements, and that, therefore, in order to ascertain what was actually passed by Goodyear to Day, this instrument alone must govern. And then the learned counsel proceeded to read the instrument, and to show, according to their interpretation of it, that there is a privilege granted, which is restricted to "shirred or corrugated goods in said patents mentioned," and that Mr. Day is authorized to make such shirred or corrugated goods only. I do not know that I have rightly apprehended, or that I can correctly analyze, precisely what is meant by "supercede the provisions of the grant and agreements." On the twenty-ninth day of October there was a deed executed and delivered by Goodyear to Day. Now that is a deed of grant; it passed the title to whatever was embraced in it. I understand what is meant by subsequently releasing a part of what was thus conveyed. I understand what is meant by making a declaration in writing, which is operative in point of law, declaring what the parties intended by that previous deed, and to be taken in aid of its interpretation. That deed contained covenants as well as a grant, and I understand what is meant by releasing the covenants that were contained in it, or inserting in a new deed some that are inconsistent with them, and which, therefore, as they manifest the later determination of the parties, would, in that sense, supercede the former. But this is as far as I can carry it. Unless this deed operates in one of those ways, I am unable to perceive how it is to affect the former grant. Unless it releases something, or contains a declaration, or was designed to contain a declaration of what was intended by the former grant, or unless it contains some inconsistent covenants, or some release of covenants, I am unable to perceive how the second deed is to operate upon the first. I do not believe that it makes any difficulty when we come to understand what the real purpose and office of this deed was. So far from having either of the effects to which I have adverted, it was intended in aid of, and for the more complete execution of the preceding grant and the covenants which followed that grant in the auxiliary articles. Certainly there is nothing in this deed to regrant anything that had once been conveyed, nor anything in it which undertakes to declare the meaning of the preceding grant, or to release a covenant; or to insert an inconsistent covenant.

What, then, was the intention of this deed? It begins by reciting, that "Whereas I have agreed to assign to Horace H. Day, of Jersey City, the sole and exclusive right to make, use and sell to others to be used, shirred or corrugated goods." Agreed to assign? Why, he had assigned it; he had assigned it by the instrument of the 29th October. But this instrument, as your Honor will remember, contains an exception. It is found in the second covenant, "that said Goodyear will, at his own cost and expense, and as speedily as can be, repurchase and cause to be canceled all and every contract, assignment, license, privilege or agreement made or granted by him, or others claiming by, through or under him, except the three hereinbefore mentioned;" that is, the licenses to Onderdonk and Letson, Ford & Co., and Hutchinson & Runyon. Those were outstanding; he did not agree to get them in; but afterwards, after the execution of this deed of the 29th October, he provides, in the second memorandum of our agreement, that he will get them in: "The said Charles Goodyear hereby covenants and agrees, to and with the said Horace H. Day, that he will procure and cause to be assigned to the said Day, to be canceled, the three certain licenses specified and excepted in the articles to which these are additional."

What, then, may it please your Honor, is a proper interpretation of the words of this recital in the deed of the 5th December, 1846: "Whereas I have agreed to assign to Horace H. Day the sole and exclusive right." He had executed his agreement in part by the deed of the 29th October, but not in whole. There were outstanding rights which he must get in, according to his contract, and he must transfer to Day, by some effectual means, the residue of the title. That undoubtedly is meant here, when it is said that "he has agreed." So far as it was executory, it related merely to these agreements. Then he goes on to say:

"In consideration of five thousand dollars to me paid by said Day, and of the conditions hereinafter contained, I have assigned, sold and set over, and do hereby assign, sell and set over to the said Day, his executors, administrators and assigns, the sole and exclusive right, license and privilege for the whole United States, to use the machinery in said before recited patents described, and to make and vend the shirred and corrugated goods in said patents mentioned."

Now, here, may it please your Honor, are four patents, and shirred and corrugated goods are mentioned only in two of them.

"And to use in the preparation thereof, and also in the preparation and manufacture of India-rubber hose, &c., the compounds, &c., in said letters patent described, for and during the term of said letters patent, and all renewals and extensions thereof."

Goodyear grants to Day the license to make such shirred or corrugated goods, and "to use in the manufacture of such shirred or corrugated goods, all improvements in the composition, or fabrics, or machinery aforesaid, or new compositions, fabrics, or machinery to be made by said Goodyear, and for which said Goodyear now holds patents, or may obtain or hold patents by grant, purchase, or otherwise, for and during and until the expiration of the patents, an exclusive right whereunder is above contained, and of all renewals and extensions thereof."

Mr. Day is allowed, according to this provision, to make such shirred or corrugated goods; but there follows, in the same breath, a statement similar to that which was contained in the main instrument, to wit: that if Mr. Goodyear should make an invention, even if it should be one affecting the fabric, or mode of composition, or the machinery by which the manufacture is to be carried on, no matter how great the change or improvement may be, still, as long as it is substantially shirred goods, it is to be deemed within the grant. And then comes the same inquiry in reference to this instrument, so far as this undertakes to convey anything, whether it was the intention of the parties, that if Goodyear or any third person made these inventions or acquired them, Day should have the right to use vulcanized rubber in the new fabric, but not if Day himself made the invention, or acquired it from a third person.

I do not propose, however, to pause any longer upon this instrument, because I conceive that it is impossible to maintain, in accordance with any rule of law, that it was any part of the design of these parties, viewed in the most popular manner, and aside from the strict means to be used to accomplish such an object, to supersede the agreement and grant of the 29th October. Does any man suppose that after this agreement had been made on the 5th December, there was no longer any covenants in existence between these parties? That Day had not entered into very specific and carefully-limited covenants? That Day's covenants were not in existence, and Goodyear's covenants were not in existence, and that he was no longer bound to prosecute infringers, nor to protect Day in this monopoly; that he was no longer bound to allow the tariffs to remain uncollected unless he failed to protect him? Why, it is impossible to suppose that the parties, being perfectly silent on all those subjects, had intended by this instrument to put an end to these covenants. And if not to put an end to them, or in any manner to modify them, what possible ground is there for the belief that they meant to alter the language of the grant contained in that deed? Were not the covenants designed to correspond with and fortify the grant? Is not the covenant to pay tariffs upon all kinds of shirred or corrugated goods, no matter what the fabric may be? Is not that covenant to pay tariffs based upon the grant, and intended to be coextensive with it? And if the parties to this deed had no intent to disturb or circumscribe, or in any manner to alter the subject matter of that covenant, under what rule of law, or what dictate of common sense can it be said that this instrument is to have the effect to disturb the grant to which that covenant relates?

The gentlemen have read from an answer in Chancery of Mr. Day, made in a suit in New-Jersey, which they rely upon to show that the instrument ought to have such an effect as they have been contending for; but I cannot conceive how any such inference is to be drawn from it.

"This defendant, further answering, says, that on the completion of such agreement, it was deemed advisable by said Goodyear and this defendant that there should be a short form of assignment and agreement founded on said new and extended contracts to be prepared and filed in the Patent Office. This defendant says, that thereupon such a form was provided by mutual consent, and filed in the Patent Office; but this defendant says it was no other or new agreement, but was part and parcel of the agreement above set forth." What was this agreement above set forth? These additional articles, by which it is stipulated he will obtain this outstanding title and transfer it to Day. He says, "on the completion of said agreement," and he has just recited these additional articles—"it was deemed advisable by said Goodyear and this defendant that there should be a short form of assignment and agreement founded on"—what? Founded on and intended to control the original deed of the 29th October; founded on said new extended contracts to obtain the rest of this title, and to be prepared and filed in the Patent Office. He says that a form was prepared by mutual consent, and filed in the Patent Office, "but it was no other or new agreement, but was part and parcel of this above set forth." Not the whole, not embracing—to use the language of the learned counsel—the entire bargain between the parties, and intended to supersede everything that preceded it, but intended to form what it does form, to wit, a consistent *part and parcel* of the entire whole.

There were one or two other suggestions made by the learned counsel which seemed to me to be less important, but in reference to which I wish to say a few words; one of which was in reference to the provision contained in the deed of Oct. 29, that Day was to pay by the square yard. This provision, it was claimed, was weighty, if not decisive to show that it could not have been intended to license him to manufacture an article like suspenders. If your Honor will look at the Naugatuck license, which is broad enough, confessedly, to cover suspenders and many other small articles, you will find it is there provided that they are to pay a certain tariff, according to the square yard. So that that argument, it seems, is not entitled to much practical weight.

Another suggestion was, that in these additional articles there is a provision in regard to stopping manufactures after a certain day in January. It is this:

"All remaining questions, such as the period when present manufacturers shall stop making and selling shirred goods and the like, shall be submitted to the arbitration of three disinterested persons, provided the parties hereto cannot agree."

The argument in reference to the provision is, that the words "shirred goods," therein contained must have been limited to shirred goods made according to Goodyear's patents because he could not stop others. But he could stop others. He could stop any manufacturer of suspenders or anything else, who should use the vulcanized rubber, and the use of the vulcanized rubber is one of the privileges which is conferred upon Mr. Day, and for which, and during the whole term of the existence of which patent, even after the expiration of the shirred goods patent, Mr. Day is to pay tariffs.

I now ask your Honor's attention for a few minutes to the extraneous evidence which the gentlemen on the other side have offered here, to see how far it is competent, and what are the just conclusions in regard to it. The principal position taken by the learned counsel, founded upon this evidence is, that at the time when the grant of the 29th of October was made, the articles made under the patent for shirred goods were alone known in the trade by the name of shirred or corrugated goods. The gentlemen have laid great stress and attached great importance to what the trade knew. One of the learned counsel, Mr. Dickerson, likened this case to tariff laws. Said he, in effect, "What merchants who deal in the article which is the subject matter of the duty understand by a particular denomination in the Statute the Court and the laws intend." That is undoubtedly the rule, and the reason of the rule is, that those laws are addressed to merchants, as has been very often decided. But this deed, of the 29th October is no more addressed to India-rubber manufacturers or dealers, than the deed of a horse is addressed to a jockey, or of a farm to farmers. "Know all men by these presents" is the language of a deed, and it is for the Court to construe and say what all men do or should understand by it; and so the analogy, which has been put forward here between this deed and the tariff laws, seems to me to have no existence.

But, there is something, I admit, in the argument, that, inasmuch as here is a particular name employed, to wit, shirred or corrugated goods, and, inasmuch as that is the manner of designating the subject matter of the grant, it is proper to inquire and ascertain what was known as shirred and corrugated goods at the time when the grant was made. I agree that that may be a proper inquiry. In a case like this, for reasons which I have already suggested, and to which I will immediately call your Honor's attention, it is comparatively of trifling importance. If this were a grant of an existing thing, as a piece of land, or a house, or a horse, and that thing was described by a name, as Blackacre, or my horse Billy, undoubtedly it would be a proper subject of inquiry, what was Blackacre, and is this the horse known by that name? But, as I have already submitted to your honor, the purpose of these parties was not to make a grant of an existing thing merely, but, taking up an art which was known by both of them to be in a transition state, it was their purpose to make a grant of a license to use that art in making not only articles then existing and known, but any which should come into existence afterwards, or created even afterwards by new inventions, by whatever denominations they might be called, provided they were substantially shirred or corrugated goods of any kind. I say by whatever denominations they might be called, because how perfectly absurd it would be to say that if the inventor of a new species of shirred goods, of which he transferred the right to Goodyear, or if Goodyear himself, being the inventor of a new species of shirred or corrugated goods, chose to baptize them originally with a name different from shirred or corrugated goods, then they would not pass under this grant; but if he baptized them with that name they would. Therefore I say, what the parties looked at, and what the Court must look at, is the substance of the new thing which is to come into existence, and see whether that meets the conditions about which the parties were negotiating; and in that view of the case the name becomes immaterial, and therefore it is that this inquiry, which is made respecting the existing subject matter of a grant, which might be decisive, and must be important in most cases, becomes of extremely little importance in a case like this; because the parties have not only referred to things known by a particular name at the date of the grant, but they have referred to things that were not in existence, and were known not to be in existence at this time, and of course could not be called by any name.

Further than this, may it please your Honor, it seems certainly to be quite immaterial how the trade, or anybody else, understood this designation, or what the trade or anybody else thought was embraced within it, provided your Honor can see upon the face of the deed, that these parties understood these terms to be comprehensive enough to embrace any kind of shirred goods. Because the only purpose and object of going out of the deed is to enable the Court to ascertain from the deed what the parties understood; and, in aid of that purpose or object, the Court will resort to extraneous evidence to throw light upon that meaning. But, if from the deed they can ascertain what the meaning was, what the parties understood by it, they never go out of it at all, to make any inquiry.

I have already submitted to your Honor that these parties have shown by covenants that they considered any kind of shirred or corrugated goods as under this agreement, whether then existing or not; that they have expressly called goods made with strands of native or common gum—with which Mr. Day was to compete, because Goodyear could not put them down as infringing one of his patents—shirred or corrugated goods; and, therefore, if we were to concede that they were the only two people on earth who so understood and so considered them, that is wholly immaterial, their intention being the thing to be examined and to be governed by.

I have only a word to say upon this part of the evidence, however voluminous it may be. We deny on our part, that articles made under Goodyear's patents, were alone known in 1846 as shirred or corrugated goods; we say the fact was otherwise. They say the contrary. They produce a large number of witnesses. But in the first place, I have to suggest that only those who can go back, with personal knowledge, before this grant, and long enough before this grant, to have had an article like this acquire a fixed name, are available for this purpose; and, if your Honor ever finds it necessary to come to the consideration of this parole evidence, and examine these affidavits, you will find that that strikes out of the case a very large number of them, because they speak in general terms; they leave it doubtful how far back they mean to carry this knowledge of theirs, concerning designations and names.

In the next place, I have to suggest to your Honor that nearly every one of these witnesses who has made an *ex-parte* affidavit, on the part of the defendants, has some interest in, or connection with, this controversy. Some of them have already been sued, being importers of these goods; some of them are liable to be sued; some of them have been connected in former times with this controversy, in a way to place them in a hostile attitude to this complainant, Day; some of them, manifestly, now have a connection with this subject matter, which detracts from the weight of their evidence. Still, I agree that after making all deductions from the number and weight of these witnesses, there are those left who say, that there was known to them by the name of shirred or corrugated goods, no other species except those made under Goodyear's patent—that others were known as woven goods. It struck me at first, and does still, that it is a little remarkable that practical men, when in search of a designation of an article, should fix upon a circumstance which does not designate it from a million of others, to wit, that it is woven goods; and should reject one which does perfectly and precisely characterize it, to wit, shirred or corrugated goods. And it did strike me as remarkable that practical men, from whom these names must spring, on account of their appropriateness, should arrive at any such result, as to call one species of shirred or corrugated goods, woven goods, and another species simply shirred or corrugated goods. I think it would have been somewhat difficult to have understood a customer who came into a shop and asked for some woven goods.

But, passing over this, there are witnesses here who say that that was the fact. But, then, there are numerous other witnesses, produced on the part of the complainants, who say that it was otherwise; not otherwise in respect to these persons, but in respect to themselves; that they knew these things or similar things—suspenders, garters, &c.—by the name of shirred goods; knew them in the trade; knew them in their business; knew them as purchasers. What is the fair and legitimate inference from all this evidence? Is it not that to some persons these kinds of goods, made by weaving with strands of native India-rubber, were not known as shirred or corrugated goods. They had got no further than to call them, in a rude way, woven goods, which did not seem to designate them at all; but other people had advanced further, and they called them shirred goods, and knew them as such. Now, upon the assumption that all these persons mean to tell the truth, (which, certainly, is a proper one to set out with,) and that due weight is to be allowed to their testimony on both sides, is it not a fair inference from their testimony, that these goods, made by weaving with strands of native rubber, were not known to some persons, but were known to other persons, as shirred or corrugated goods? Dupont & Hyatt, in 1840, had spread on the public records the name of shirred material, and, doubtless, their manufactures would be known as shirred goods. Taking into consideration what I have already addressed to the Court, what these parties understood and intended, and meant, is there the least difficulty in setting aside this whole mass of *ex parte* affidavits, as not affording assistance in interpreting the deed?

I shall now ask your Honor's attention for a few moments to another branch of this oral evidence which relates to the conduct of the parties. And here I have the honor to concur with the defendants' counsel, that this is not a case where extraneous evidence in respect to the conduct of the parties is admissible. They think these deeds so clear, that the evidence is not admissible either to fortify or to impeach the construction which they seek to put upon the deeds. I entertain the same view. Nevertheless this evidence has been exhibited to the Court, has been read and commented upon, and I should not do my entire duty, I fear, in this cause, if I were to pass it over without remark. But I intend to be extremely brief upon it. It is not my intention to take up these *ex parte* affidavits given by interested witnesses, behind the back of Mr. Day, and drawn by skillful counsel after the precise points in which the case pressed were known; it is not my intention to take up these affidavits and examine them in detail, and for the reason that I believe it to be entirely unnecessary.

The ground of the rule for the admission of the acts of parties to aid in the interpretation of deeds is, that if a person has received a grant, his self-interest will cause him to claim under that deed all that justly belongs to him; and when the Court finds itself unable, by examining the language of the deed, to determine what does justly belong to him, it will, in some instances, look outside of it and see what he has done when claiming under it. But this has no application to a case where a party has not claimed under a deed, but has been acting adversely to it, and has repudiated it. Then his conduct can throw no light whatever upon the deed. That is exactly this case, and it covers the entire body of this parole evidence upon the subject of the acts of Mr. Day.

I pray your Honor to take two or three dates as to which there is no dispute whatever in this case. Mr. Day took his license on the 29th October, 1846. The title does not seem to have been completed in him—probably nothing was done or understood to be done under it—until an early day in January, 1847, when it was agreed that the other manufacturers who had been engaged in making these goods should cease their operations, as Goodyear had agreed they should. These manufacturers, as appears in the New-Jersey suit, which has been referred to on the other side, instead of ceasing their operations, as Goodyear had agreed they should, went on and made a vast amount of goods under the shirred goods patent of a somewhat inferior quality, put them into the market, and rendered it impossible for Day to enjoy the monopoly which had been conferred upon him, and which Goodyear agreed that he should enjoy. He called on Goodyear for protection. Goodyear, either through inability or reluctance, did not protect him. Under the clause in the contract of the 29th October, upon this subject, Day took the ground that he was no longer bound by his covenants in that contract for the want of that protection; and unfortunately for himself he went further and insisted that he not only was not bound by those covenants to continue to pay his tariffs because he had not got the protection in accordance with the contract, but that the whole contract was void and inoperative, and that he (Day) was reinstated in the position which he occupied before the agreement of compromise of the 29th October. Goodyear brought suits against him; he sued him for the tariffs; the Jury found that he had not been protected, and no tariffs were due. He sued him for an injunction in equity, and Day set up the defence which appears in this answer, passages of which have been read, to the effect that he was not bound by the agreement of the 29th October, or anything done under it, but was reinstated in his former position. And, Sir, that litigation which was thus begun immediately after Day began to act under this license in January, 1847, was continued down to the time when a decree was made by Mr. Justice Grier and Judge Dickerson, in New-Jersey, in September, 1852. That was the position which Day, during that time, occupied in reference to this deed—not claiming under it, not conducting in reference to it, not doing anything, or omitting anything, from which anybody has a right to draw an inference as to what his interpretation of it was, but acting in hostility to it, and in open opposition to Goodyear and his patents.

That decree was made in September, 1852, and on the 19th of October following, he sold his entire interest to the Congress Rubber Company, a corporation, the deed to whom is in this case. It was stated the other day by Mr. Dickerson that Mr. Day owned the stock of the Congress Rubber Company. There is not a particle of evidence before the Court to substantiate that statement, and I am informed that it is not true, either in part or in whole. This was in October, 1852, and he did not get back the title until Nov. 11, 1857; and since that time, I am not aware that the other side have brought forward any conduct or any declarations of Day, except that it is said my brother Seward has been coming into this Court, and all other Courts within reach, with arms full of bills, to obtain injunctions and put down these importers of foreign woven shirred goods. Well, then, what possible consequence is it upon this view of the facts, which are uncontroverted and incontrovertible, what has been the conduct of Mr. Day, so far as regards its bearing upon the interpretation of this instrument?

There is an affidavit in this case, however, which lies a little aside from this course of remark, concerning which I must make a few observations. It is the affidavit of Goodyear, in which he begins by saying that when he obtained the patents for shirred goods and machinery issued to him in 1844, he intended to secure to himself the right to such goods as are in said patents particularly described; a thing in which all mankind who understood the subject will probably agree, and I do not perceive the necessity of testifying to it. Undoubtedly he meant by these patents to secure to himself the right to such goods as are in said patents particularly described. The affidavit then goes on to say that "he never intended to grant, nor did he grant to Horace H. Day under the agreements made in 1846 a right to any other than such patented goods." "Nor did he grant" it! He swears to the legal effect of a deed; he takes it upon his conscience under the solemnity of an oath to declare that that deed did not pass that right to Mr. Day. He goes on to say, "There then was, and there ever since has been a clear and well-understood distinction between *such* shirred goods, and woven, braided, knitted or elastic goods." I have no doubt of that. I have no doubt there was a clear and well-understood distinction between such shirred goods made under his patent, and woven, braided, knitted, or elastic goods; and the clear and well-understood distinction was, that one was made with vulcanized rubber, and could be made that way, to wit, his shirred goods; and the other was not made with vulcanized rubber, and could not be so made, according to the knowledge of anybody in the trade at that time, by any known method, although Goodyear secretly knew of it. Does he point out here what distinction there was between his and other shirred goods? Does he say these other species of goods—woven, braided, knitted, and corrugated by strands of rubber, and so made elastic—were not shirred goods, nor known as such to him or others? Not at all. On the other hand, by implication he admits they were; because, he says, there was a clear and well-understood distinction between *such* shirred goods and woven, braided, knitted, or elastic goods. "This," he says, "was known to the manufacturers and the trade, including said Horace H. Day." I believe it was known to Mr. Day that there was a clear and well-understood distinction between such different species of shirred goods—between *such* shirred goods and other shirred goods—and the distinction was what I have stated.

A great deal was said yesterday, based upon the fact that Mr. Day has not made an affidavit to contradict the positions taken in this affidavit, of Goodyear, and other positions taken in other affidavits in support of this same view. I do not know, I have no means of knowing, what Mr. Day would have been willing to swear to, but I do know that I would not have been willing to have had him swear to the legal effect of a deed. I do not know whether he would have said that he knew of this distinction between the different kinds of shirred goods or not. I think, however, that he would have admitted it, and your Honor may take it for granted, upon my own responsibility as counsel, that he has not denied it, because he cannot deny it. It was well known that there was such a distinction, and it appears in the very instrument itself of the 29th October, in an express stipulation, founded on the difference between such as should be made under Goodyear's patent for shirred goods, and other kinds of such goods made with common gum. It would be a piece of insanity, therefore, for Mr. Day to deny that he knew this distinction existed; but it is a very different question what practical effect is to be attached to it in this case.

I believe, your Honor, it only remains, on this part of the case, that I should make a few observations upon the subject of the license granted to Cutler & Jencks. I confess that I was originally, and still remain, somewhat at a loss to know the precise use intended to be made of this license by the defendants. I understand them to entertain the view, which we certainly entertain, that, inasmuch as there is nothing in that license which grants to them any privileges under the extended patent, all their rights, whatever they may have been, have expired. Inasmuch as the shirred goods patent has run out, and has not been renewed, and the vulcanizing patent has also run out, the right of Cutler & Jencks has expired. I suppose that view is entertained and maintained by both parties here, and I perceive nothing on the face of the deed itself which conflicts with it. Even if the broadest effect were allowed to that provision of the act of Congress which has undergone so much discussion, that the right when extended shall inure to the benefit of assignees and grantees, that, according to the interpretation placed upon it by the Supreme Court of the United States does not give an exclusive right. So that the interest that Cutler & Jencks could have, even if this were a patent for machinery, and they stood in such a relation to it that they could take as assignees or grantees under the decision of the Supreme Court, they would have only a concurrent license and it would not in the least degree interefere with Mr. Day's title except so far as that he would be unable to stop them. I have understood, however, so far as I have comprehended the matter at all, that this license was put in, and the various interpretations which have been placed upon it insisted upon in this point of view; that inasmuch as it preceded the grant to Mr. Day of the 29th October, and inasmuch as it conveyed to Cutler & Jencks, in the opinion of the learned counsel, the right to make every species of shirred goods under the patent, it is improbable that Goodyear, having previously granted this away to Cutler & Jencks, would also grant it to Mr. Day. It is an argument as to the probabilities of his conduct, and that seems to me to exhaust the argument. I am not prepared to say, that no Court ever allowed any weight whatever to such a consideration, but I am prepared to say, that I never heard of, or saw a case, in which it was done. I am not aware of any case in which a Court has ever assisted itself in the interpretation of doubtful words in a grant by the consideration that if it decided them one way, it might conflict with a grant which had previously been made by the grantor. But still I am not prepared to maintain that it is not a consideration which may not be adverted to, and, therefore, I proceed to see whether there is any such conflict here

The argument of improbability is derived entirely from the assumption that Goodyear has made a grant to Cutler & Jencks of a right to make shirred or corrugated goods of a kind not embraced in his patent; and if that assumption is unfounded the whole argument falls to the ground.

Mr. Brady—We do not say so; we do not say they had any right to make any kind of shirred or corrugated goods.

Mr. Curtis—That is rather a dispute about terms; you choose to use the term "woven elastic goods." The thing is before your Honor: it is shirred or corrugated goods in point of fact. Whether I am accurate in conferring that name upon it, is one of the questions in debate. They maintain, on their part, that Cutler & Jencks have a right to make what they term woven elastic goods; what we term shirred or corrugated goods, not made according to Goodyear's patents; such a thing as is before your Honor upon the bench.

Now, the right which is granted to them is described in this way: "The full and exclusive right and privilege of using all said Charles Goodyear's improvements and inventions, whether secured to him by letters patent or not, for the purpose of making, using and vending gum-elastic or India-rubber composition thread or filaments, said thread or filaments, however, before being used or vended, to be wound, braided or covered with silk or cotton, or other thread."

Your Honor must have perceived, from the nature of the different grants made by Goodyear, that it would be practicable to do what he in practice has done, viz.: instead of assigning to different persons either his letters patent, or undivided interests, or sectional interests in them, his course has been to grant licenses to make particular articles, such as boots, shoes, hats, naval equipments, &c., &c., different things mentioned in these different grants; also to grant licenses to make different fabrics, such as smooth India-rubber cloth, corrugated India-rubber cloth, &c. Such grants Goodyear has made, and here is one of them: it is a right to make thread or filaments. It seems to me that for learned counsel who stand here to maintain that under a general grant of the right to make shirred or corrugated goods, we have no right to make any kind except that embraced in Goodyear's patent—for learned counsel who maintain *that*, it is, to say the least, a great stretch of liberality to claim that under a grant to make thread or filaments, shirred or corrugated goods of any kind may be made. I say shirred or corrugated goods of any kind, because there can be no restriction found in the deed; if this grant authorizes these parties to make shirred or corrugated goods which are woven, it also authorizes them to make shirred or corrugated goods which are pasted or glued together; because what is granted here is an exclusive right and privilege of using *any* and *all* said Goodyear's patents for the purpose of making the thing granted; just as much the right to use the shirred goods patent, as to use either of the other patents. If, therefore, under this grant to make thread or filaments, there is conveyed a right to make woven shirred goods, there is also a right to make pasted or glued shirred goods in the manner described by the patent, and thereby the argument falls to the ground; because the purpose of the argument is to lay the foundation for saying that Goodyear has not granted to Day the means of making these other kinds of shirred goods for the reason that he had granted it to Cutler & Jencks. Is that the true nature of the grant? Is it true that where he has authorized them to make thread or filaments, with the provision that before being used they are to be wound, braided, or covered with silk, cotton, or other thread, he intended to authorize them to make a totally distinct fabric, capable of being, likely to be, and actually becoming, the subject of a distinct independent grant?

It is said, upon the other side, that here is a clause providing that Cutler & Jencks shall have the exclusive right to all improvements for the manufacture of the aforesaid braided threads, *and articles made therefrom*. But what does this mean? Does it mean articles made therefrom and from other things, compounded into a totally distinct fabric from these threads or filaments—just as distinct as the material to make hats or caps—or anything else which Goodyear distinctly granted? This language as to articles made therefrom occurs, as your Honor will perceive, not in the grant, not in any covenant, not in any portion of the instrument that was designed to explain the intent of the parties as to the thing granted, but it is a stipulation that all improvements that may be made at the works of Cutler & Jencks shall be exclusively their own, for the manufacture of the aforesaid braided thread and articles made therefrom. That is, if they should make an invention by which they could make shoe lacings, or corset lacings, or umbrella ties, or wallet ties, or any kind of ties, out of these covered filaments, they might turn these covered filaments into those articles, but that it was intended, under this designation of thread or filaments, to authorize them to make goods, cloth, fabrics, composed not merely and exclusively of India-rubber thread, in a wound state, but composed of that and a great variety of other things, I am unable to perceive from the face of this instrument.

Here also very much parole evidence which has been introduced into the case applies, if it applies at all. It is said on one side that the acts and conduct of Goodyear have been inconsistent with his intent to grant any such license to make woven shirred goods, and that the acts and conduct of Cutler & Jencks have also been inconsistent with any understanding on their part that they obtained such license. On the other side, it is insisted that their acts and conduct were of a different character. The evidence is conflicting. It is evidenced by *ex parte* affidavits, the least satisfactory of all species of human testimony. Unless, therefore, your Honor should find that, on looking into this instrument, you are unable to relieve your mind from doubts as to its construction, you will not recur, as I suppose, to this extraneous evidence at all. But if the Court does find itself obliged to recur to it, I take it that neither the acts nor conduct of one or both parties will ever be taken into consideration unless the Court can feel that it stands upon firm and satisfactory ground as to what those acts and conduct were; otherwise, it would be plunging out of one difficulty found in the deed into another found in this species of evidence. If, therefore, the evidence is conflicting, if there is matter of fact as to which the witnesses differ, and if the character, conduct and acts of the parties seem not to have been consistent throughout, then I conceive the Court must return again to the deed itself, if it has traveled out of it, to see whether it is not possible, by its terms, to get at a satisfactory conclusion.

There is one consideration that perhaps might aid your Honor—how much weight it is entitled to your Honor will determine—and that is, that throughout all these grants which Goodyear has made to other persons, where any fabric of any kind was intended to be made, he has reserved a tariff of so much the square yard. In this grant to Cutler & Jencks, they are to pay ten cents a pound on the rubber consumed. It would seem to me to be extremely improbable, if he intended to authorize these persons to make out of these filaments anything else they chose to employ them in, in aid of the manufacture of any fabric to which they are adapted, that he should have departed from his universal and appropriate usage, and reserved to himself a tariff by the pound instead of by the square yard. It seems to have no just application to the use to be made of his invention. If, however, the grant is to be limited to thread or filaments to be covered with thread, cotton or silk, before it can be sold, and articles made therefrom, then it is proper enough that they should pay by the pound.

There is one other suggestion which appears upon the parole evidence, which I had intended to have made earlier. So far as Mr. Day is concerned in this part of the transaction, I am really unable to perceive how his rights are to be affected by the conduct of the grantor and grantees to this deed, who are mere strangers. It is provided by act of Congress that grants of a character similar to this are to be placed upon record in the Patent Office, in order that third persons may know what their contents are, and regulate their rights and conduct accordingly. Mr. Day, as a third person, has notice constructively, by force of the law, and no doubt actually also, of the existence of this deed to Cutler & Jencks. He sees and knows its contents and is bound by them, but certainly he is not bound to take notice of the acts of the parties under it. They are not on the record; they are not brought to his knowledge; why should he or any third person be affected by them? Between the parties, under certain circumstances, it may be safe for the Court to resort to that species of evidence, to obtain light from that quarter when it cannot be obtained from the deed; but as to third persons I am unable to perceive its propriety.

An argument was addressed to the Court yesterday to show that if the license vested in Cutler & Jencks for the original term of the patent, there remained vested in the Naugatuck Company, who had assented to this license by Goodyear, and thereby waived their preëmptive right—there remained in them a right to preëmpt the extension corresponding with this license. In other words, that, inasmuch as Goodyear has conveyed to Cutler & Jencks the right under the unexpired original term of his patent, and the corresponding right under the extension, among other interests, was vested in the Naugatuck Company, and, inasmuch as they have agreed that there should pass to Cutler & Jencks only the right during the original term, the residue remained in them and they had a right to preëmpt it. That, may it please your Honor, raises a question of some interest in this case, and of some general application. It has been insisted on the other side that they have not merely the right to preëmpt under the original term of the patent, but also under the extension of each of these patents. I do not so read their license. I refer to page 95 of the affidavit where the language occurs. It is a grant of "a full and absolute license to use any and all his preparations of India-rubber and improvements," in its preparation, "for manufacturing cloths or any other article of merchandize, or any article to which the same may be applicable for and during *the unexpired term of all patents* issued to him, bearing any date whatsoever, and for and during the unexpired term or terms of *any other* patents of renewal of patents *owned* by him."

I understand, may it please your Honor, that here are two distinct subjects of grant. One is the patents which were *issued* to Goodyear, and the other is "other patents," which are *owned* by him. One was the sulphur patent which was not issued to him, but which he had bought. He may have had others.

Now, Sir, as far as regards the patents issued to him the language is express; they are to hold the license during the unexpired term of all patents issued to him bearing any date whatsoever, and for and during the unexpired term or terms of any other patent or patents or renewal of patents owned by him. I understand that word "renewal" to mean reissue. That is the way it was understood by the Supreme Court in the Planing Machine case, and although they were aided in that case by some circumstances growing out of the state of the law at that time, yet I believe your Honor will find that they considered that to be the appropriate meaning of that word. That it is the appropriate meaning here, I think is shown by the fact that the grant is for and during the *unexpired term* of all patents or of renewals of patents. You cannot substitute the word "extensions" for "renewals," without rendering the words "unexpired term" meaningless. "The *unexpired term* of any patent or patents which may hereafter be extended," would be a strange expression.

Turning, however, from this to the next page, we come to the covenant of Charles Goodyear. Your Honor will observe that it is not an exclusive right that is granted to the Naugatuck Company; it is made exclusive in them so far as it was ever made so, simply by force of the covenant to which I will now advert.

"And the said Charles Goodyear does hereby for himself, his heirs, executors, administrators and assigns, covenant and agree to and with the said Naugatuck India-rubber Company, not to make, use or vend, or to grant to any other person or company whatever, any other license to make, use or vend said preparations or improvements in the preparation of India-rubber, or to apply the same to any of the purposes to which the same can be usefully applied *during the continuance of the license hereinbefore specified* and granted to the Naugatuck Company."

That, of course, implies that that license may expire, and then Goodyear may go on to make grants. And how can this be except under an extension of some patent? And how under the extended patents, if the license of the Naugatuck Company embraces the extended as well as the unexpired terms? You perceive that he does not agree that he will not at all make grants under the license—I am now speaking in point of time—but he agrees that as long as the license continues, he is not to make grants; the license, he has previously said, is to continue, as to all patents *issued* to him during the unexpired term or terms of these patents.

Then it goes on still further to provide, that although he may sell, he is first to give the Naugatuck Company the right themselves to buy on the same terms that other people are willing to give; and the period for which they thus have the right to buy is described in this way: "That if at any time after the 20th of July, 1844, the said Goodyear, his heirs, executors, administrators or assigns, shall deem it for his or their interest to sell for a stipulated price or sum in gross, the exclusive right for the unexpired period or periods for which the same may be vested in him or them of making, using or vending said preparations," then he is to offer it to that company during the license.

If this be so, then it is manifest that neither the Naugatuck Company, nor Union India-rubber Company, who are said to have succeeded to their rights, ever could have had any right whatever in respect to this Cutler & Jencks' license, after the expiration of the letters patent; because their entire preëmption right was limited to the expiration of the then existing patent. And the same argument will apply, as I shall hereafter apply it, to the title which they claim was made recently to them by Goodyear, under their asserted preëmption right.

There is one other element which ought to be taken into consideration in this point of view, but it connects itself so much better with that part of the argument which relates to the right to Mr. Day in conflict with the preëmption, that I will pass it over until I arrive at that.

One argument which was used by the counsel who first addressed the Court in behalf of the defendants, to show that Mr. Day did not himself understand that he had acquired the right to make woven elastic goods, as they term them, by his previous deeds, was, that he had agreed to pay the sum of $30,000, and agreed to pay a tariff under his contract with Goodyear, of May last. That I understand to be the argument—the improbability that Mr. Day would have agreed to pay $30,000, and the increased tariffs, if he already had the title.

Well, may it please your Honor, if the learned counsel on the other side are prepared to say that Mr. Day's title to all the kinds of goods mentioned in the grant of May last, was so plain and unquestionable, that as a man of sense and judgment, he might not be willing to pay for putting it beyond the reach of litigation to satisfy Goodyear of his just and even liberal intentions towards him, why then there would be an argument derived from the improbability of it. But if, on the other hand, it is perfectly apparent to the Court that, as respects many species of goods which are embraced in the license, whatever may be the ultimate decision upon the strict rights of the parties as they previously existed, there is doubt, and is certain to be litigation—whenever that conclusion is arrived at, I believe it must be held, as it has always been held, that a man may buy his peace without intending to make any admission that he had not a good right previously. It is indeed one of the ordinary incidents to a conveyance to take a covenant for further assurance; not because the parties did not consider at the time that there had been a title made, but because questions and doubts may arise. It is a matter of ordinary practice, and well known to everybody who has had experience in the administration of the law, that men take releases to fortify their titles, but I certainly never understood that such a release was a confession that no title existed previously, and I do not think it can have any such legal effect, or that it is necessary further to observe upon it.

It remains, then, so far as I have any further duty to discharge in this case, only to say a few words—and they will be very few—concerning Mr. Day's title under the contract of May last. And in respect to that, may it please your Honor, I think the counsel on the other side, who addressed the Court with so much ability yesterday, will be himself satisfied—he professed himself so yesterday, and I do not doubt his sincerity—that we have not on our part intended to keep back anything here, when he finds that I confine myself on this part of the case simply to answering the objections which he himself has made, which I take to be the legitimate and strict province of the counsel who occupies the position which I do in this cause.

Your Honor will remember that, so far as regards the manufacture of shirred or corrugated goods under Goodyear's patent, the Naugatuck Company never acquired any right whatsoever, the patent having previously been assigned over to Suydam, it being expressly declared in the instrument itself that the right to manufacture shirred goods, by which unquestionably there is meant shirred goods under this patent—is excepted out of the operation of that instrument. They had, however, as has been previously stated and fully shown, a right to use vulcanized India-rubber in the manufacture of other species of shirred or corrugated goods. They made a release or conveyance to Goodyear which has been adverted to fully before, and he assigned the rights he acquired by it to Mr. Day. Well, then, the argument on our part is—and it is for the Court to say whether it is a sound argument—that by means of this instrument the Naugatuck Company extinguished its preëmption right to Goodyear.

By that grant they not only release all right they have or may have in and to the application of any preparations of India-rubber to the manufacture of shirred or corrugated goods, but they insert an express covenant, that after the first day of January, 1847, "they will not manufacture or cause to be manufactured, or be directly or indirectly concerned in the manufacture of shirred or corrugated goods." That being so, we suppose that their preëmption right, if it ever existed, was released and conveyed to Goodyear by force of that deed, and when Goodyear conveyed to Day those same rights under that deed, of course he conveyed them free from any preëmptive right whatever in the Naugatuck Company.

It would be unnecessary, as your Honor perceives in that point of view, to advert at all, for the purposes of this case, to the agreement or grant made in May last from Goodyear to Day; because, if the title was in the Naugatuck Company to apply vulcanized rubber to the manufacture of other kinds of shirred or corrugated goods, they conveyed it to Goodyear, and Goodyear conveyed it to Day. For the purposes of this case, therefore, it would be necessary to resort to that grant, and that is the reason why that grant from Goodyear to Day has not been put forward in this case as the exclusive source of title and relied upon by the complainant as such. From the beginning of this case, however, to the present moment, both he and his counsel have been quite aware that there were species of goods embraced in that agreement, which could not be considered as coming under the grant from Goodyear to Day, made in 1846; and therefore, inasmuch as there might be doubt, also, whether this particular species, which is now before the Court, and complained of, did come under that prior title or not, it was deemed suitable and proper to make this additional and confirmatory title of May last a part of this bill, and to rely upon it in this case, so far as it might be necessary to do so, and with no view or desire whatever to ask for a decision of this Court, based upon one rather than the other of these agreements. Or rather, perhaps, I ought to say, if Mr. Day has any desire or any interest in this matter, it would be that his title under the deed of May last from Goodyear might be declared to be a good title on which he could stand, leaving out of view entirely the preceding. If there be any separation between them, if there is to be a decision made upon one part and not upon the other part, it is both the wish and interest of Mr. Day that that decision should rest upon the grant in May last rather than upon the earlier grant in 1846.

Let us then, for a moment, look at this deed made in May last, and see whether the objections, which have been made to it by the learned counsel, are tenable. He first insists, that it does not presently convey anything, but is a mere executory agreement. But, if your Honor is to decide what the parties mean from what they say in their writing, I do not know how there can be a doubt about this. "I *hereby* sell, license and convey, and do hereby agree to confirm;" one part of this, as much as the other, evidencing a present conveyance; because you cannot confirm a thing that has not already been conveyed. You make a new title, and not a confirmatory title, if there has been no previous conveyance of any title. And this language, which is thus clear and explicit, not admitting of two interpretations, is perfectly consistent with everything contained in this deed. The learned counsel goes on to argue that here is a provision by which the consideration is to be fixed, requiring the aid of Nathaniel Hayward and my colleague, Mr. Jenckes, and *non constat* they will ever act in the matter. Well, suppose they never do act in the matter; that does not prevent the conveyance from taking effect. He says a Court of Equity would not compel the specific performance of an agreement of that sort, one of the terms of which was that there was to be an arbitration to fix a price, unless those persons had acted or were willing to act.

Mr. Brady—A little more than price—all the terms and conditions there was of the bargain.

Mr. Curtis—I do not so understand the agreement. All the terms and conditions of the bargain, the counsel says, are to be fixed by others. Now I do not find anything in this deed that calls for or admits any such interpretation as that. "The terms and conditions upon which this license shall be held and enjoyed, *as to bonuses*, not exceeding in the whole the sum of $30,000, and *tariffs* not exceeding five cents a pound, shall be fixed"—

Mr. Brody—That I read parenthetically.

Mr. Curtis—Well it must be read very parenthetically, I think, to introduce any other terms and conditions of the bargain when it says the terms and conditions upon which this license shall be held and enjoyed as to bonuses not exceeding so much, and as to tariffs not exceeding so much, shall be fixed. I do not see that there is any ambiguity in it.

Mr. Brady—There is nothing said as to how they are to be paid, nor when.

Mr. Curtis—That is quite true. The argument which I was proceeding to consider was, that a Court of Equity would not enforce a specific performance of this contract in a case where these two persons refused or failed to act. In the first place, I doubt the law. Where the purpose of the parties was manifestly merely to fix the price, Courts of Equity have said that they will put that in the hands of a master; they have sufficient confidence in his discretion to let him fix it. Besides, could not Mr. Day tender the whole $30,000, and offer to pay the five cents per pound? We are not asking here for any specific performance of the contract. Here is an executed conveyance made by Goodyear to Day, and perhaps one of the very reasons that made it an executed conveyance, instead of an executory one, was, that they or their counsel had doubts whether, if it were left executory, it could be enforced. At all events, whatever their reasons may have been, they have made an executed conveyance.

Moreover, what are these terms and conditions? Are they conditions precedent, or conditions subsequent? Are the conditions upon the performance of which the right is to vest, or are they terms and conditions upon the performance of which the right is to be enjoyed? "The terms and conditions upon which this license shall be *held and enjoyed*," are the words; not *acquired*, but held and enjoyed; entirely consistent with the previous language of the grant in which, by words as apt as any lawyer can select, a grant has been made.

I do not know, may it please your Honor, that it is my duty, and certainly it will not be my pleasure, to occupy more of the time of the Court with any observations upon this case. I return your Honor my sincere thanks for the patience with which you have listened to me, and regret that it has been necessary to make so large demands upon it.

COURT CALENDAR—FRIDAY, FEB. 18.

SUPREME COURT—GENERAL TERM.—Motion day.

CIRCUIT—Nos. 2822, 1535, 1899, 2065, 2103 to 2106, 2142, 2321, 2429, 2639, 2694 to 2697, 2893, 3042, 1053, 1235, 1482, 1555, 1641, 1642, 1766, 1766½, 1738, 2224, 2417, 2314, 2316, 2551, 2433, 2620, 2831, 3023, 3073, 3075, 3037½, 3110, 443, 153, 3165.

SUPERIOR COURT—TRIAL TERM—Nos. 3, 852, 443, 447, 408, 311, 400, 455, 460, 461, 463, 465 to 470, 872, (rec. case,) 227.

COMMON PLEAS—*Part I.*—Nos. 694, 251, 615, 121, 724 to 727, 729, 730, 732, 733, 744, 662, 307. *Part II.*—Nos. 702, 288, 236, 711, 713, 1195, 714 to 719, 721, 723.

SUPREME COURT—GENERAL TERM—FEB. 17.

Before Judges Roosevelt, Davies and Clerke.

Hutchins vs. *Camp.*—Judgment affirmed with costs.

SPECIAL TERM.

Before Justice Ingraham

THE MCKENZIE DIVORCE CASE.

Jane McKenzie vs. *Alexander McKenzie.*—This is a divorce suit, the facts of which were mentioned in the TIMES of Feb. 11, when the case came up on motion to confirm a referee's report on the subject of alimony. Ordered that $20 per week be paid to the plaintiff for the support of the plaintiff and her children, to be computed from the commencement of the action, and the payment of $100 for a counsel fee, and $150 for the expenses of the referee without prejudice to an application for a further counsel fee if the same shall be rendered necessary by an unnecessary probation of the case by the defendent in the hearing of the case hereafter.

THE LOWBER CASE.

The People ex rel. Flagg vs. *Lowber.*—In this case defendant lately made an application for an order of reference to ascertain his damages, sustained by reason of the injunction issued against him

This morning Justice INGRAHAM rendered his decision. He holds that as there are some questions raised in reference to the undertaking which could not properly be disposed of on a reference, and as the code leaves it discretionary with the Court to ascertain the damages, "by a reference or otherwise," the better disposition of the motion would be to leave defendant to his remedy by an action upon the undertaking. Order accordingly.

Smith vs. *The Mayor et al.*—Motion granted, with $10 costs to abide the event.

CIRCUIT.

Before Justice Sutherland.

Frederic W. Sargent et al. vs. *Elijah B. Bundick.*—This action is brought to recover $550, the value of some furnishing goods alleged to have been stolen from the plaintiffs and sold to the defendant.

It appears that the plaintiffs, who are a firm under the name of Sargent & Candy, at No. 13 Barclay-st., New-York, had in their employ a boy named Daniel Bedell. This boy was in the habit, during the early part of the year 1857, of taking goods from his employers and selling them. He sold a quantity to the defendant, who is a colored man, and who keeps a tailor shop at No. 76 South Seventh-street, Brooklyn, telling him where and how he obtained the goods. The boy has made his affidavit to these facts, and has testified to them upon examination upon the stand. The negro tailor, also examined, denies that he took them knowing them to be stolen, and to corroborate his story, shows that the pencil marks then on the goods still remain. The case is still on.

SUPERIOR COURT—GENERAL TERM.

Richard G. Fowles vs. *Henry C. Bowen.*—This case came up to-day for argument, on the defendant's appeal from the verdict of the Jury against him, rendered on the second trial, a year or two since, for some $4,500.

The circumstances of the case are somewhat familiar to the public, and are briefly as follows: Fowles, in 1851, was discharged from the employment of the firm of Bowen & McNamee, of which defendant was a member. He applied to the firm for letters of introduction, being about to go West. Both Bowen & McNamee refused. But subsequently he applied to Mr. Stone, a junior member of the firm, for such letters, and he, Stone, contrary to the expressed wishes and dissent of his seniors, gave some letters, the contents of which, it was claimed, those senior partners did not know. Immediately after Fowles left, the fact that he had taken with him six large trunks came to the knowledge of the firm, and seriously excited their suspicions as to his honesty, as he was receiving with them, up to the time he left, a small salary of only some $400 per annum.

They next heard that Fowles was in the employment of one of their customers, the house of G. M. Wood, at Cincinnati, Ohio, and soon after one of that house coming to this City to buy goods, Mr. Bowen, when he came to his store, took him apart and made the statement, which is the subject of this action, which was, as stated in the case, as follows: "Mr. Bowen stated that he desired to set us right in regard to a young man whom we had in our employ, namely, Richard G. Fowles; he said Mr. Fowles had become such a notorious liar that we could place little or no confidence in him, in fact, we have strong cause to doubt his honesty, so strong that we have written to Mr. John Shiletto, of Cincinnati, to employ a police force to watch him; this course was brought about from the fact of Fowles having some six large trunks in his possession when he left New-York," and the gentleman from G. M. Wood's house agreed to treat this communication as confidential.

On the last trial, the defendant introduced no evidence, but rested upon his objections to the plaintiff not having proved any case; claiming that the communication proved was a fair and privileged communication from employer to employe, and that nothing had been shown to destroy the privileged character of the statement. The appeal is now urged chiefly on the legal questions connected with the case, and on the ground that the verdict was entirely unsupported by any evidence, and was the result of misapprehension on the part of the jury, or passion or prejudice.

F. B. Cutting and G. W. Parsons, counsel for defendant; Charles O'Conor and Wm. Fullerton, counsel for plaintiff.

TRIAL TERM.

Before Chief Justice Bosworth.

Ann Pierson vs. *Louis Waefalaer.*—This action is brought by the plaintiff, who is a colored woman and a widow, to recover damages for injuries occasioned to her in January, 1857, by being run over by the defendant's sleigh.

The plaintiff, who appears to be somewhat over fifty years of age, was crossing Broadway at Chambers-street, when she was run over and seriously injured by the defendant, who was driving up Broadway. Her shoulder and one of her hips were badly injured—so badly that, as appeared by the testimony of the physician who attended her, partial paralysis ensued in a few weeks, from which she has not yet entirely recovered. The same witness said that she would probably never fully recover. She was able, however, with the help of a crutch, to attend at Court to day, and to go upon the stand, and told her story, which she did in a very straightforward manner.

Her testimony as to the accident was corroborated by a policeman stationed at the corner of Chambers-street and Broadway, and that as to the extent and severity of her injuries by her son and daughter, and the physician called to attend her. Before the accident, as appeared by the testimony of her daughter, she had supported herself very comfortably indeed and also an invalid daughter, now deceased, by making and selling mats. Since the accident, however, she has been reduced to the necessity of begging.

The defendant testifies that he was driving carefully and slowly, and that the injuries were the result of inevitable accident.

The Jury had not agreed when our reporter left.

SPECIAL TERM.

Before Justice Moncrief.

DECISIONS.

John A. C. Gray vs. *The Michigan Southern and Northern Indiana Railroad Company.*—Motion for a reference denied, with $7 costs, to abide event.

Moses L. Frienee vs. *Samuel P. Townshend.*—Motion denied without costs.

COMMON PLEAS—TRIAL TERM.

Before Judge Daly.

Brown vs. *The Mayor, etc.*—The plaintiff in this action is a policeman. He was in the year 1855 suspended for six months, and received but half-pay for the whole of that time. He now sued to recover the balance; denying both the legality of his suspension and the justice of his sentence. The law, it was shown, provides that in case of the suspension of a policeman he is to receive no pay. It was proved that his sentence was read to him in the Station-house, and that he, after that, signed a receipt in full for each month's pay, when in fact he received only half-pay. The Jury rendered a verdict for the defendants.

W. B. Barnaby for plaintiff; Richard Busteed for defendants.

SPECIAL TERM.

Before Judge Hilton.

Driscoll vs. *Driscoll.*—Divorce granted.

The Proposed New City Railroads—Special and Important Presentment by the Grand Jury.

COURT OF GENERAL SESSIONS.

Before the Hon. Recorder Barnard.

It is a circumstance of very rare occurrence that a Grand Jury of this Court make a special presentment in the middle of the Term. Yesterday they did so, requesting of the Recorder that a copy should be forthwith forwarded to both houses of the Legislature at Albany. The Presentment is as follows:

GRAND JURY ROOM, NEW-YORK, Feb. 16, 1859.

The Grand Inquest of the City and County of New-York deem it both expedient and necessary that immediate measures be taken to inquire into the matter of Railroads in this City; and especially to inquire into the method now resorted to in obtaining Legislative sanction to additional charters, whereby the streets of our city are to be usurped by rail tracks, to the manifest injury of vested private rights, and in total disregard of that great fundamental principle of all good Governments, which admits, in no form, that private rights and private property shall be taken for public uses without full and ample compensation.

The Grand Inquest will not stop now to inquire whether the right belongs to the Corporation of the City of New-York, or to the Legislature, to authorize a Company or association of individuals to lay down iron rails upon our streets for railroad purposes. One point, however, seems clear and self-evident, that neither the Corporation nor the Legislature, nor any other power in the land, under any pretext whatever, can, with impunity, molest, injure, or take away private rights or property without full and ample compensation to the party or parties injured.

Of late it would seem that this great fundamental safeguard is sought to be set aside; and under the guise of a public good, comparatively few individuals continue in seeking Legislative sanction to charters which, if obtained, would establish a precedent of most dangerous character, and scarcely fail to bring in open conflict a very large portion of our fellow citizens (whose rights and property are sought to be despoiled) with the private cupidity of a comparative few who seek that end.

There are several bills now before the Legislature of this State asking of that body the chartered right of constructing railroads on sundry streets of our City. None of these bills contain any of the ordinary restraint which legislative prudence should exact and demand, nor is any sound reason assigned why they are omitted in such bills.

These facts are well calculated to awaken fears and suspicions of no ordinary character—a few of which may be readily stated:

First—No amount of capital is named; the obvious reason of which may be that, although a railroad may only cost, say one hundred thousand dollars for its construction and equipment, an amount of stock may be issued of five times that amount of actual cost of constructing and equipping the road. The extra amount then of stock (which costs nothing to create) could not well have any other object or aim than that of furnishing the means required to buy up advocacy, or buy off opposition; and any balance left of this extra stock to go into the pockets of the projectors of the enterprise, as a reward for their labor and anxiety in promoting "public good."

2. No provision is made in any of these bills to remunerate any private interest that may be injured by the railroad sought to be constructed, when it is well known that a vast amount of private injury will be inflicted upon a wide circle of industrious and taxpaying citizens by reason of said road. The whole system of rightfully assessing upon the benefited, and remunerating the injured, is totally and entirely ignored, or set aside, in these novel schemes of modern benefactors.

3. To facilitate legislative action in relation to these Railroad bills, an existing law is sought to be set aside, which prohibits "the laying down of any railroad-track on the streets of any town or city of this State, unless asked for in writing by two-thirds of property-holders on said streets." This law was enacted to secure a community against just such an evil as is now sought to be inflicted. If said law be inexpedient, let it be annulled and stricken from our statute-books by the same process and power by which it came there; not by this species of special legislation which, by a few (almost covert) words, in the body or tail of a railroad bill, makes it lawful to do an act in one town of our State which would be unlawful to do in another, thus bringing down the high dignity and open and square action of legislative power to a facile machine to serve the purposes of private cupidity and selfish gain, which are too apt to seek out short cuts to fortune by such means than by the slower but more honorable pursuits of honest industry. This community has enough (and far over enough) of that class of people who seek a living without productive labor. The Legislature should be slow and cautious in granting chartered privileges to any combinations of such, under whatever guise they may approach that fountain of law making. The evil is great enough in franchises already granted thus of more than doubtful character, and the success of these create fears in a community that additional sanctions may eventually prevail, whereby insecurity is felt, the value of property is diminished on contemplated routes of City railroad; and here it may be stated, by way of enlightenment to legislative action, that apparent advocacy of, or absence of open opposition to, some of the proposed measures, especially that of the so-called "Seventh-avenue (or parallel) Broadway Relief Railroad" bill, is found only on streets it does not propose to occupy, and which streets hope to seek immunity or escape from like infliction, which may visit them if this be denied.

The Grand Inquest, in discharge of a solemn duty, present as a grave public evil this bold and daring attempt to invade private rights by means and projects set forth, and invoke the law-making power not only to withhold its sanction, but in its dignity to frown down all such daring attempts against the fundamental principle which secures private property and the peace and good order of communities.

Approved unanimously, and ordered signed by Foreman and Secretary.

CHAS. AUGUSTUS DAVIS, Foreman.

ROBERT S. HONE, Secretary.

Before the Grand Jury left the Court-room, the Recorder stated to them that circumstances had transpired since he delivered his charge, which made it necessary for him again to address them. The trial of Mary Fitch and Mary Colwell, on Monday, had developed a state of things in connection with the boarding of foundling children, and others, intrusted to the care of the Governors of the Almshouse, which rendered some action on the part of the Grand Inquest imperative. He trusted they would give the subject their earnest attention, as it was evident that cruelties had been resorted to by the nurses, which were truly revolting to contemplate.

A Grand Juror inquired if they had the power to summon witnesses while investigating the subject. The Recorder replied that they had. The Grand Jury then retired from the Court Room.

The trial of Michael Forrest for the murder of Christopher Goff, was resumed yesterday, and terminated in his conviction for manslaughter in the third degree. He was sentenced to three years and ten months in the State Prison.

John Thompson, indicted for grand larceny, pleaded guilty. He was charged with stealing coats and vests worth $50 from on board the steamboat *Enoch Dean*. Sentenced to four years and three months in the State Prison.

Andrew Coulter pleaded guilty to an attempt at burglary in the third degree, and was sentenced to the Penitentiary for three months.

David Barr pleaded guilty to a similar offence, and was sentenced to six months in the Penitentiary.

Washington Hoyt, William Mather, and Charles Heath, pleaded guilty to an attempt at burglary in the first degree. Mather, an old offender, was sent to the Penitentiary for two years, but Hoyt and Heath, owing to the special intercession of the District-Attorney, were allowed to depart, with suspension of judgment hanging over their heads, in the event of their committing another crime.

Franklin Barker, aged 12, and John Stringer, aged 15 years, pleaded guilty to burglary in the third degree, and were sent to the House of Refuge.

AMUSEMENTS.

ACADEMY OF MUSIC.

FRIDAY EVENING, Feb. 18, 1859.
GRAND CONCERT OF
THE NEW-YORK ALLEGEMEINE SAENGERBUND,
FOR THE BENEFIT OF THE
GERMAN HOSPITAL FUND.
With the aid of the
GERMAN LIEDERKRANZ,
Mme. ANNE CARADORI,
and Herr WILLIAM DOCHLER.
Conductors..........Fr. Kruger and A. Paur.
Leader..........J. Noll

PROGRAMME.

PART I.

1. Overture to "Oberon"..........C. M. Von Weber
2. "Liebe"..........Cherubini
New-York Allgemein Sangerbund.
3. Scene and Arie a. d. Opera "Freischütz"..Von Weber
Mme. CARADORI.
4. Adagio and Rondo, Violin Concert..........David
Herr WM. DOCHLER.
5. Dithyrambe, Soli. Chor and Orchestra..........J. Rietz
New-York Allgemein Sangerbund.

PART II.

1. Walpurgisnacht, Introduction, Soli and Chor..........Mendelssohn B.
German Liederkranz.
2. Scene and Arie..........Beethoven
Mme. CARADORI.
3. Kriegertod, Preis Composition..........Fr. Kruger

Doors open at 7; Concert commences at 8 o'clock.
Admission ticket, $1; reserved seats, 50 cents.
Family Circle......50 cents | Amphitheatre......25 cents
Tickets for sale at Hall & Son's music store, No. 237 Broadway; B. Westerman & Co.'s bookstore, No. 290 Broadway, and Wm. Radde's Bookstore, 290 Broadway.

ACADEMY OF MUSIC.

MONDAY EVENING, Feb. 21,
HIAWATHA,
A ROMANTIC INDIAN SYMPHONY,
By ROBERT STŒPEL.
Its first production in New-York.
Mrs. I. I. HARWOOD,
(Her first appearance in New-York.)
Mrs. H. MILLARD,
(From Julien's Concerts and Her Majesty's Theatre.)
Dr. GUILMETTE.
THE MENDELSSOHN UNION
will sing the choruses, and
A GRAND ORCHESTRA.
composed of the finest artists in the United States, will be under the direction of Mr. Stœpel.
MATILDA HERON
will connect the musical portion of the work by Readings from the original Poem.

PROGRAMME—PART I.

THE PEACE PIPE..........ORCHESTRA
READING.
SONG OF THE GREAT SPIRIT......DR. GUILMETTE
READING.
HIAWATHA'S BIRTH....CHORUS AND ORCHESTRA
THE CRADLE SONG..........MRS. HARWOOD
READING.
CANOE BUILDING SONG..........MR. MILLARD
READING.
FIGHT WITH MUDGEKEEWIS..........ORCHESTRA
READING.
HIAWATHA'S WOOING TRIO,
MRS. HARWOOD, MR. MILLARD,
AND DR. GUILMETTE.

PART II.

HIAWATHA'S WEDDING FEAST..........READING
PAU-PUK-KEENE'S BEGGAR DANCE..ORCHESTRA
READING.
CHIBIABO'S LOVE SONG..........MR. MILLARD
READING.
MAGIC CORN-FIELD DANCE..........ORCHESTRA
READING.
RAVENS' CHORUS......CHORUS AND ORCHESTRA
READING.
HARVEST CHORUS......CHORUS AND ORCHESTRA
READING.
APPROACH OF WINTER..........ORCHESTRA
FAMINE AND FEVER..CHORUS AND ORCHESTRA
READING.
DEATH SONG OF MINNEHAHA....Mrs. HARWOOD.
READING.
SPRING AND SUMMER..CHORUS AND ORCHESTRA
Conductor..........Mr. ROBERT STŒPEL.

Doors open at 7; Concert commences at 8 o'clock.
ADMISSION TICKET..........$1
Every ticket sold in advance of the evening of performance will have a reserved seat. They may be procured after Thursday, Feb. 17, at the Academy of Music, Breusing's and Hall's music stores, and Sibell's, Wall-st.
Family Circle......50 cents. | Amphitheatre......25 cents.

NIBLO'S GARDEN.

NIXON & CO.'S
LARGE AND MAGNIFICENT EQUESTRIAN TROUPE.
FOURTH WEEK OF THE SEASON.
FRIDAY EVENING, FEB. 18, 1859,
will be represented the successful spectacle intended to illustrate the feats in the ancient lists, and entitled
THE TOURNAMENT;
OR, THE DAYS OF CHIVALRY.
DAN RICE
will appear in his "Original Conversaziones,"
AND WILL TALK
On prominent topics of the day.
THE COMIC MULES.
And the Horse of Beauty EXCELSIOR,
with the great and effective combination spectacle of the
GAMES OF THE CURRICULUM.
THE WHOLE COMPANY WILL PERFORM.

N. B.—There will be a brilliant MATINEE ENTERTAINMENT on SATURDAY afternoon. Open at 1; to begin at 2 o'clock. On this occasion DAN RICE will appear as the American Humorist, introducing the horse EXCELSIOR, the MULES. Also, the CURRICULUM.

The patrons of Niblo's are informed that, as the afternoon entertainments conclude at 4 o'clock, their carriages can be ordered at that hour.

MONDAY NIGHT NEXT—First appearance of the matchless tight-rope artiste, Mlle. JEANNETTE ELLSLER, and the eminent London Clown, Mr. NAT AUSTIN.

NIBLO'S GARDEN.

CONTINUATION OF THE STAY
OF
NIXON & CO.'S CIRCUS.
TO THE PATRONS OF NIBLO'S.

Messrs. NIXON & CO. have the gratification of being able to announce to the patrons of Niblo's Garden that, through the kindness of Mr. Niblo, their sojourn at this house will be prolonged. This extension of time enables them to produce, in great style, the new version of the moral fairy romance of
CINDERELLA;
OR, THE FAIRY AND THE GLASS SLIPPER,
Which is in rehearsal, and will soon be represented by a large and accomplished corps of juvenile artists.

N. B.—MONDAY EVENING, Feb. 21, first night of the engagement of
Mlle. JEANNETTE ELLSLER,
The most remarkable, elegant, graceful, expert, and daring tight rope artist in the world. Her many splendid and unique *tours de force* upon the cord have delighted immense audiences in the Paris and London amphitheatres, and have elicited the most elaborate eulogies from the French and English Press. Her engagement here is necessarily limited. On Monday night, also, first appearance in America of the distinguished London clown, Mr. NAT AUSTIN.

LAURA KEENE'S THEATRE,

NO. 624 BROADWAY.
OUR AMERICAN COUSIN
has now been presented for over
ONE HUNDRED NIGHTS,
to overflowing audiences, thus proving that
GENUINE ORIGINAL MERIT
will always meet with the hearty approval of a
DISCRIMINATING PRESS AND PUBLIC.
This popular comedy, which has already achieved the
GREATEST SUCCESS EVER KNOWN!
As evinced by its unparalled run,
WILL BE REPEATED EVERY NIGHT THIS WEEK.
The Theatre is most invariably
NIGHTLY CROWDED WITH VISITORS,
Anxious to witness the first scene, and who are always
CONVULSED WITH LAUGHTER.
To conclude with a
FAVORITE AFTERPIECE.
Doors open at 6½, to commence at 7½ o'clock precisely.

WALLACK'S THEATRE.

THE VETERAN.
Continuing to draw houses
CROWDED TO THE CEILING,
Notwithstanding the late inclement weather, will be
REPEATED EVERY EVENING.
In order to afford variety and to give a fresh charm to the scenic grandeur of the Drama,
AN ADDITIONAL TABLEAU
has been arranged, and will be presented for the first time, on Monday evening next, with those already so popular.
THE ASSAULT BY THE ZOUAVES
and the Regiment on the March.
NOTICE.—Doors open at 7; commence at 7½.

BURTON'S NEW THEATRE—BROADWAY.

Under the management of J. Moore & Wayne Olwine.
OUR FEMALE AMERICAN COUSIN,
indorsed by the Press and public. Houses crowded from parquette to dome.
MISS JULIA DALY,
Pronounced by the Press to be the best female comedian on the stage, and received nightly by the public with shouts and cheers.
OUR FEMALE AMERICAN COUSIN EVERY NIGHT till further notice. Seats may be secured for one week in advance.

PURDY'S NATIONAL THEATRE.

Chatham-st., near Roosevelt.
BENEFIT OF Mr. CHANFRAU.
THIS EVENING, Feb. 18,
The entertainment will commence with
OUR AMERICAN COUSIN.
To be followed by the Drama of the
TOODLES.
To conclude with the Drama of
SIXTEEN STRING JACK.

BROADWAY THEATRE.

THIS EVENING, Feb. 17,
The performance will commence with
OLD HONESTY.
After which, Shakespeare's Comedy of
KATHERINE AND PETRUCHIO.
To conclude with the Drama of
THE VILLAGERS.

BOWERY THEATRE.

Lessees..........Messrs. G. L. Fox and J. W. Lingard.
THIS EVENING, Feb. 18, 1859,
The performance will commence with
O'NIEL, THE REBEL.
After which,
NICK OF THE WOODS.
Concluding with TAILOR OF TAMWORTH.

MRS. FRANCES ANNE KEMBLE'S LAST Reading from Shakespeare in New-York, previous to her retirement from public life, will take place at Dodworth's Saloon, THIS (Friday) EVENING, Feb. 18, to begin at 8 o'clock precisely, when Mrs. Kemble will read HAMLET. Tickets $1 each.

AMUSEMENTS.

NIBLO'S SALOON.

GRAND CHARITY CONCERT,
For the Benefit of
THE HOUSE OF MERCY, NEW-YORK,
FRIDAY EVENING, Feb. 18, 1859.
The following distinguished artists have kindly volunteered their services:
Miss MADELINE GELLIE,
Miss MARY GELLIE,
W. H. COOK,
Mons. RIVARDE,
JOSEPH BURKE,
RICHARD HOFFMAN,
VILANOVA,
APTOMMAS,
W. A. KING, Conductor.
Concert to commence at 8 P. M. Doors open at 7.
Tickets, $1; to be had at all the principal Music and Bookstores, and at the door on the evening of the Concert.

PROGRAMME.

PART I.

1. "Winter." Characteristic piece for the Harp..........John Thomas
APTOMMAS.
2. Viva Bacco ed Amor..........Alary
Miss GELLIE, Mons. RIVARDE.
3. Aria di Traviata..........Verdi
W. H. COOKE.
4. "Qui est Homo." Stabat Mater..........Rossini
Misses GELLIE.
5. Dur Concertante—Violin and Piano. Les Diaments de la Couronne..........Wolff and Beriott
JOSEPH BURKE and RICH'D HOFFMAN.
6. "The Power of the Harp." (Harp accompaniment,)..........James Ernest Perring
MADELINE GELLIE.

PART II.

1. Spanish Terzetto. (Composed expressly for the Misses Gellie,)..........Vilanovo
Misses GELLIE and Mons. RIVARDE.
2. "La Danse des Fees,"..........Alvars
APTOMMAS.
3. "He was Despised." Messiah..........Handel
MARY GELLIE.
4. Mira la Bianca Luna..........Rossini
MADELINE GELLIE and W. H. COOKE.
5. Duet for Piano and Alexandre Organ. (Airs from Norma,)..........Brisson
KING and VILANOVA.
6. "Il Balen." Trovatore..........Verdi
RIVARDE.
7. Duet, "Se o Cara Sorride."..........Gabussi
MARY GELLIE and COOKE.

GRAND NATIONAL EXHIBITION OF ART.

WASHINGTON
AND THE
REVOLUTIONARY CAMPAIGNS.
Being a Series of
Twenty-four Original and Colossal
HISTORICAL PAINTINGS,
Painted by JOHN MCNEVIN,
Showing the following memorable events in the War of Independence

Battle of Lexington.
Battle of Bunker Hill, 1st.
Battle of Bunker Hill, 2d.
Battle of Sullivan's Island.
Declarat'n of Independence.
Battle of Long Island.
Crossing the Delaware.
Battle of Princeton.
Battle of Bennington.
Battle of Brandywine.
Battle of Germantown.
Battle of Saratoga.
British Surrender at Saratoga.
Sufferings at Valley Forge.
Battle of Monmouth.
Washington Reproving Lee.
Storming of Stoney Point.
Capture of Major André.
Battle of King's Mountain.
Battle of the Cowpens.
Battle of Guilford Court-house.
Battle of Eutaw Springs.
British Surrender at York-town.
Triumphal Entry of Washington into New-York.

The Exhibition of these Paintings will be accompanied by an Explanatory Lecture,
BY
MR. DE CORDOVA.
The Campaigns of Washington will be exhibited, for the first time, on MONDAY, Feb. 21, and EVERY EVENING, at 7½ o'clock, during the week; and on WEDNESDAY and SATURDAY AFTERNOONS, at 3 P. M.
At Hope Chapel, No. 720 Broadway.
Admission 25 cents.
Children half-price.

WOOD'S MINSTRELS,

No. 561 and 563 Broadway.
OPEN EVERY EVENING.
THE OLDEST AND LARGEST COMPANY IN THE CITY.
FIRST WEEK OF THE NEW PANTOMIME.
Fifth Week of Mr. D. S. WAMBOLD.
SELECT NEGRO MINSTRELSY,
By Messrs. C. H. FOX, E. WARDEN, CHARLES WHITE, J. H. BUDWORTH, and the entire Company.
To conclude with an entirely new Pantomime, entitled
THE MYSTIC SPELL,
with new scenery, machinery, dresses, properties, &c.
Doors open at 6½; to commence at 7½ o'clock.
Tickets 25 cents; children under 10 years, 13 cents.

CITY ASSEMBLY ROOMS.

CARL BERGMAN'S
LAST GRAND SUNDAY CONCERT, Feb. 20.
Les Preludes..........Liszt
Overture, Leonora..........Beethoven
Overture, Merry Wives of Windsor..........Nicolay
Concerto for Piano Forte..........Schuman
Paraphrase on Mendelssohn's Midsummer Night's Dream..........Liszt
Mr. MILLS.
Solo for Cornet a Piston..........L. Schreiber
The Chorus by Arion and Teutonia Societies.
Doors open at 7 P. M.; to commence at 8 o'clock.
Admission 50 cents.

BENEFIT OF THE MT. VERNON FUND.

The accomplished tragedian Mr. ALEXANDER BURGER, will give one of his elegant entertainments entitled "Choice Readings and Recitations from the Poets," embracing the most beautiful Gems of Shakespeare, on FRIDAY EVENING, Feb. 18, at Lyrique Hall, No. 765 Broadway, for the benefit of the Mount Vernon Association. For particulars see programme; tickets 50 cents. Two tickets will admit a gentleman and two ladies. Tickets can be obtained at Mr. CROWEN's bookstore, No. 699 Broadway, at the room of the Association in Cooper Institute, and at the door.

ON EXHIBITION,

GIGNOUX'S GREAT MOONLIGHT
OF NIAGARA FALLS,
(belonging to Mr. Belmont.)
Admission 25 cents, for the benefit of the
Children's Aid Society and Child's Hospital,
Under the patronage of Mrs. Du Bois, Mrs. D. D. Field, Mrs. Ed. Cooper, Mrs. Degen, Mrs. Walden Pell, Mrs. Constant, &c., &c., &c., at
GOUPIL'S Gallery, No. 366 Broadway.

LAST WEEK

OF BANVARD'S MECHANICAL PICTURE,
THE DESTRUCTION OF JERUSALEM,
And Panorama of the Holy Land, at Banvard's Hall, No. 639 Broadway, EVERY EVENING at 7½ o'clock. WEDNESDAY and SATURDAY AFTERNOONS at 3 o'clock. Admittance 25 cents; children 13c. Hall to let.

BROOKLYN ATHENÆUM.

THE
TREMAINE FAMILY
Give a Concert THIS (Friday) EVENING at the above Hall. Go and see them. Admission 25 cents.

OTTIGNON'S GYMNASIUM.

The annual exhibition will take place on MONDAY and WEDNESDAY EVENINGS, Feb. 21 and 23, commencing at 8 o'clock. Subscribers and their friends can procure tickets by applying at the Gymnasium, Nos. 159 and 161 Crosby-st.

LAST WEEK OF MRS. FRANCES A KEMBLE'S readings from Shakespeare, at Dodworth's Saloon, No. 806 Broadway.

Monday Morning, Feb. 14, at 1 o'clock P. M., Henry IV. Part II.

Tuesday Evening, Feb. 15, at 8 o'clock, Henry V.

Thursday Morning, Feb. 17, at 1 o'clock P. M., Twelfth Night.

FRIDAY EVENING, Feb. 18, at 8 o'clock, Hamlet, WITH WHICH THE COURSE WILL CONCLUDE.

Tickets, $1 each, may be obtained at the bookstores of Messrs. Appleton & Co., No. 346 Broadway; Mr. Crowen, No. 699 Broadway; at the Clarendon Hotel, and at the door. Sofa seats, (reserved) $1 50, may also be had at Mr. Crowen's bookstore, 699 Broadway, and at the door.

Tickets will not be sold after the reading has begun, and money will not be taken in lieu of them by the door-keepers. An early attendance is solicited.

This course of Readings will be positively the last which Mrs. KEMBLE will give in New-York previous to her retirement from public life.

BARNUM'S MUSEUM.—MADAME ELVIRA ON THE FLYING WIRE! and in her GRACEFUL AND DIFFICULT DANCE-FEATS! NUBIAN TROUBADOURS, NEGRO ECCENTRICS, COMIC MELODISTS, LAUGH PROVOKERS and FUN MANUFACTURERS! C. A. SEARLES—Bruder Bones, Banjoist, Mr. TURNER—Banjoist and Basso, BILLY BLAIR—Tamborinist, Comic Singer. J. ENGLISH—Basso-Primo, JOHN HASSETT—Vocal Extemporist. M. D. EDMONDS—Solo Violinist. WM. H. VINCENT—Burlesque Dancer. THIS AFTERNOON at 3, and EVENING at 7½ o'clock. The exquisite AQUARIA, HAPPY FAMILY, &c., as usual. Admittance, 25 cents; Children under ten, 13 cts.

HEROIC WOMEN OF SEVENTY-SIX.—COMPLIMENTARY ENTERTAINMENT TO WM. H. BEEBE, ESQ., AGENT OF THE COOPER INSTITUTE.—The friends of WM. H. BEEBE, Esq., Agent of the Cooper Institute, have tendered to him a complimentary benefit, to be held in the large hall of the Cooper Institute on TUESDAY EVENING, Feb. 22, upon which occasion Mayor Tiemann will preside, and an Oration will be delivered by the Rev. MATTHEW HALE SMITH, on *The Heroic Women of Seventy-six*, with other appropriate entertainments. Tickets, 25 cents, to be had at the principal book and music stores, hotels, and at the door.

DR. ABBOTT'S EGYPTIAN MUSEUM, Stuyvesant Institute, No. 659 Broadway. The Boston *Christian Register* says: "Let all who cure to have their curiosity electrified, their hearts touched, their imaginations kindled, pay at least one visit to this Museum." Open day and evening. Tickets 25 cents.

FINE ARTS.—OPEN AT THE NATIONAL ACADEMY OF DESIGN, 10th-st., between Broadway and 4th-av. F. RICHARDT'S Exhibition of Paintings of American Scenery. Admission 25 cents; season ticket 50 cents.

FINE ARTS.

ARTISTS, TEACHERS AND SCHOOLS are respectfully informed that the subscriber is now selling the best English Canvas, Oil and Water Colors, Brushes, Pastels, Drawing Papers, &c., at lower prices than any other house in the City. W. SCHAUS, Artists' Colorman, No. 629 Broadway.

LOST AND FOUND.

STOLEN—FROM THE ENGINEER'S OFFICE, Ridgewood Reservoir, one bronze lacquered TRANSIT INSTRUMENT, with 5-inch circle, and one yellow lacquered Y LEVEL, on the night of Feb. 16. The transit bears the name of E. & G. W. Blunt, makers, New-York, and the level is marked No. 130, E. Brown & Sons, makers, New-York. Any information leading to their recovery will be suitably rewarded at the Engineer's office, Halsey's Buildings, Brooklyn.

$5 REWARD.—LOST—IN GOING FROM NO. 132 West 14th-st. to the corner of 7th-av. and 13th-st., or in a 7th-av. omnibus, a black lace VEIL. The finder will receive the above reward and the thanks of the owner by leaving it at No. 132 West 14th-st.

GAS BURNERS.

The subscriber continues to manufacture all kinds of gas burners for the trade. Also,
IMPERIAL CYLINDER BURNERS,
Imported Lava and Scotch-tip burners and burner-plyers always on hand. T. G. ARNOLD,
No. 447 Broome-st., 2 doors west of Broadway, N. Y.

REMOVAL.—ALEXANDER McKENZIE, PLUMBER, will remove, on the 1st of May, to his new store corner of 4th and Mercer sts. Three floors to let, 95 by 25 feet each. Apply at the Diaphragm Filter office, No. 341 4th-st.

NEW PUBLICATIONS.

THE LATE WM. H. PRESCOTT.

A fine steel portrait of the late Mr. Prescott, the Historian, with Memoir, will appear in the LIVING AGE of Feb. 26.

This popular Periodical will hereafter contain a beautiful Series of Literary and Scientific Portraits.

Extract from Letter to the Publishers from Henry Ward Beecher.

I say, without hesitation, that if I could have but one magazine among all that are published or republished in our country, I should select LITTELL'S LIVING AGE.

Early orders solicited.

DELISSER & PROCTER, No. 508 Broadway.

GODEY'S LADY'S BOOK FOR MARCH, 1859.

"Mutual Instruction," a beautiful steel plate.
Fashion Plate of five colored figures.
Nine more full-length Figures of Fashions.
"The First Falsehood," an engraving printed in tints.
"Patchwork," printed in blue, Traveling, Walking, Indoor and Children's Dresses, Opera-hood in crochet work, Embroidery Pattern, Braided Note case, Doily, Alphabet for Marking, Hair Work, Charade with Engravings, Drawing Lessons, Head-Dresses, Bonnets, Caps, Capes and Sleeves, Ball Dress with Diagrams, New Matinée Skirt, Tidy in netting, Broderie Anglaise, How they Dress in Paris, with engravings.
"Miss Slimmons" is continued; "Aunt Sophie" has one of her charming visits, and Mrs. Haven contributes the first part of "Content." "The Brothers" in this No. is a powerful story. "How to Conduct a Home" will well repay a perusal.
For sale by all the dealers.

THE BEST JUVENILE MAGAZINE PUBLISHED.

THE BOYS AND GIRLS' OWN
FOR MARCH. It contains a new poem by "Isaac McLellan," and an original design by Felix O. C. Darley. Price 6c.; sent anywhere 12 months for 75c.
WM. L. JONES, Publisher, No. 152 6th-av., N. Y.

LEWIS A. CIVILL, BOOKSELLER AND STATIONER.—Wholesale and retail dealer in wall and window paper, shades, school books, stationery, &c., No. 453 Main-st., Louisville, Ky.

"A Law Problem for Circumcision Pedobaptists—The Mortara Case."

"Translyvania Presbytery; or the Gnat and the Creed."

A rare document, "The Third Epistle of Peter."

These and other spicy and able articles are in the first number of the *Christian Union*, published at Louisville, Ky., and mailed to any address on receipt of five cents. One year's subscription $2.

LECTURES.

RUTGERS INSTITUTE COURSE

OF
ASTRONOMICAL LECTURES,
BY
Prof. O. M. MITCHEL.

In compliance with a request made by a large number of citizens residing in the eastern section of the City, Prof. MITCHEL has consented to deliver a course of Astronomical Lectures before the Rutgers Female Institute, in the Rutgers-st. Church.

The invitation to give this course of lectures is extended to Prof. Mitchel by some of our most distinguished citizens. Among them are:

WM. B. CROSBY, Esq.,
Rev. T. ARMITAGE, D. D.,
Rev. J. M. KREBS, D. D.,
Rev. T. L. CUYLER,
JOS. HOXIE, Esq.,
Rev. S. T. ALDRICH,
JOHN LEVERIDGE, Esq.,
Rev. T. R. SMITH,
Rev. Dr. N. W. CAMP,
Rev. E. O. FLAGG,
Rev. J. S. INSKIP,
And others.

The Course will embrace the discussion of the following topics:

1. The Origin of the Physical Universe.
2. Is the Creator of the Universe the God of the Bible.
3. An examination of the Astronomical Illustrations and Allusions found in the Bible.
4. The Mosaic Account of the Creation.

These Lectures will be delivered at Rutgers-st. Church (the Rev. Dr. Krebs) on MONDAY and WEDNESDAY EVENINGS. The first lecture MONDAY next, Feb. 21. Lecture to commence at 7½ o'clock.

Tickets to the Course, $1; Single tickets, 50 cents. Obtained on Broadway at WM. HALL & SONS, No. 239, A. D. F. RANDOLPH'S, No. 683 and C. BREUSING'S, No. 701; IVISON & PHINNEY'S, No. 42 Walker st.; on Grand-st. at LORD & TAYLOR'S, No. 250 and ADAMS & SPENCER'S, No. 281; and at the Institute, No. 264 Madison-st. HENRY M. PIERCE, Principal.

ACADEMY OF MUSIC.

Prof. O. M. MITCHEL has kindly consented to give one lecture for the benefit of the Ladies' Five Points Mission, at the Academy of Music, SATURDAY EVENING, Feb. 19. Subject—*Astronomical Inquiries in the Book of Job*—especially those contained in the 38th Chapter—*Astronomy and the Bible.*

Aside from the splendid ability of Prof. Mitchel as a lecturer, the Committee believe there are thousands of benevolent ladies and gentlemen who will take tickets for the noble object in view, even if they cannot attend.

Tickets 50 cents; family circle 25 cents. For sale at the Daily Newspaper Offices, the Bookstores and Box office. Doors open at 6½; to commence at 7½ o'clock.

PUBLIC MEETINGS.

SENIOR VETERAN CORPS OF 1812 will meet at their Head-quarters, Mercer House, corner of Broome and Mercer sts., on TUESDAY, the 22d inst., at 11 o'clock, in full uniform, to celebrate the Birthday of the Father of our Country, General George Washington. The Continentals, under command of Capt. Lansing, will act as our escort. Every Veteran in this State and the adjoining States, their wives and families, and the widows of Veterans, the Mayor and Common Council, and all other citizens, both ladies and gentlemen, are respectfully invited to unite with us, and make one grand demonstration at the Cooper Institute. Some eminent speakers are invited for the occasion. The reverend clergy of all the churches we have attended, and their congregations, both male and female, are respectfully invited. The pastors of all the different denominations of churches will confer a great favor on the Veterans by announcing to their congregations on Sunday next, Feb. 20 requesting them to unite with us in the celebration, at the Cooper Institute, at 2 o'clock P. M., on the 22d inst. N. B.—The Press in general are respectfully invited. H. RAYMOND, Colonel,

ISAAC M. PHYFE, Adjutant.

FORSYTH-STREET M. E. CHURCH.—Preaching for the times. Dr. JACKSON, the eloquent and gifted Western preacher, whose labors in this City have been marked with singular success, still continues his ministrations in the Forsyth-street M. E. Church. He will preach in that place FRIDAY EVENING, Feb. 18, at 7½ o'clock. Also, SUNDAY, Feb. 20; in the MORNING at 10½ o'clock, in the EVENING at 7 o'clock. Seats free. All are cordially invited to attend these interesting exercises.

WHIG GENERAL COMMITTEE.—A MEETING of the Democratic Whig General Committee will be held at Thorp's Hotel, Broadway, corner 8th-st., on FRIDAY EVENING, 18th inst., at 7½ o'clock.

Punctual attendance is particularly desired.

(By order) HIRAM KETCHUM, Chairman.

ROBERT C. GWYER, JOHN P. DODGE, } Secretaries.

SENIOR VETERAN CORPS OF 1812.—A special meeting will be held at the Mercer House, on THIS FRIDAY EVENING, Feb. 18, at 7½ o'clock, to hear the final report of the committee on the celebration of Washington's Birthday, the 22d of February, and other business. Let every Veteran be present. By order of

ISAAC M. PHYFE, Adjutant. H. RAYMOND, Col.

INDIA RUBBER GOODS.

GOODYEAR'S PATENT—TRADE NOTICE.—All manufacturers and dealers in Suspenders, Garters, Shoe and other Webs, Tapes, Braids, Belts, Cords, Gloves, Wristlets, and all similar goods, are informed that the exclusive license and ownership of the patent of C. Goodyear for Vulcanized Rubber applied in these fabrics, and many others, is in me, and such goods sold without my name and authority is in violation of exclusive rights, adjudicated to be mine, and I must hold all parties infringing responsible.

Licenses to use the patent may be had on application at my office and warehouse, No. 23 Cortlandt-st., New-York. Orders for every article in this line executed promptly, on reference for supply to parties to whom specific rights have been assigned by me. HORACE H. DAY.

TO MANUFACTURERS, DEALERS AND IMPORTERS OF VULCANIZED ELASTIC WOVEN RUBBER GOODS, &c.—The United States Circuit Court for this District—the Hon. Charles A. Ingersoll presiding—having decided that Horace H. Day has no legal right to manufacture, import or sell, or license others to manufacture, import or sell, any other elastic vulcanized rubber goods or fabrics than shirred or corrugated goods, as granted by Charles Goodyear to said Day by agreement of Oct. 29, Nov. 5 and Dec. 5, 1846.

We hereby notify the manufacturers, importers and dealers in such goods, other than the shirred or corrugated goods, that we, through grants of said Goodyear, have the exclusive right to manufacture, import and sell, and to license others to manufacture, import and sell all Elastic Vulcanized Rubber Goods or Fabrics, except the shirred or corrugated goods so granted as above-mentioned.

This right, so far as relates to suspenders, is in the NASHAWANNUCK MANUFACTURING COMPANY, and as to all other of such elastic goods, except said shirred goods, is in WILLIAM JUDSON.

While we do not desire to interfere with the trade, or prevent the sale by foreign manufacturers of their valuable fabrics, for which we have the exclusive right aforesaid, or to prohibit their importation into this country, and are therefore prepared to deal with such manufacturers, and importers, and others, with fairness and liberality, we, nevertheless, respectfully notify them, and the public generally, that our rights must be respected, and that all Elastic Vulcanized Rubber goods or fabrics, other than such shirred or corrugated goods as aforesaid, can only be lawfully made, imported or sold under license from us

And we are fully determined to maintain such rights against all infringements, or encroachments, either by said Day, or any one claiming or pretending to claim under him, or any other persons whatsoever.

Applications and communications on the subject of this notice, may be addressed to WILLIAM JUDSON, at the office of the New-York Belting and Packing Company, Nos. 37 and 38 Park-row, New-York City.

NEW-YORK, Feb. 15, 1859. WILLIAM JUDSON,
Nashawannuck Manufacturing Company.

JAMES C. LANE,

Ex Chief-Engineer of Explorations in South America, &c.
MECHANICAL AND CONSULTING ENGINEER,
Times Building, No. 41 Park-row,
Room No. 4. New-York.

PATENTS APPLIED FOR AND NEGOTIATED.

BILL HEADS! BILL HEADS!! BILL HEADS!!!

Ruled for Printing! Ruled for Printing!! Ruled for Printing!!! and sold at small advance on price of common Ruled Papers. CARSON & HARD,
No. 44 Beekman-st.

THE SCIENTIFIC AMERICAN OFFICE.

MUNN & CO., American and Foreign Patent Solicitors, have removed from No. 128 Fulton-st., (*Sun* Building,) to the "Park Building," entrances Nos. 37 Park-row and 145 Nassau-st.

OFFICE FOR PROCURING AMERICAN AND FOREIGN PATENTS.

J. P. PIRSSON, No. 5 Wall-st., New-York.
A pamphlet of information sent free.

WHY WILL PEOPLE PERSIST IN ENDANGERING their lives and that of their families by using camphene or fluid, when they can get as good a light at a cost of ½ cent per hour, from the COAL OIL sold by A. C. KUCK,
Manufacturer of COAL OIL LAMPS,
No. 61 Maiden-lane.

$100 REWARD OFFERED FOR THE APPREHENSION of MARY ANN WHEELER, *alias* Mary Ann Smith, late of No. 462 Washington st., New-York City. The above reward will be paid by the undersigned, PETER HEFFERAN, 164 West 17th-st.

The New-York Times.

NEW-YORK, FRIDAY, FEBRUARY 18, 1859.

THE NEW-YORK TIMES.

The DAILY TIMES is published every morning:—Price Two Cents served at 12½ cents a week; mailed Six Dollars a year.

The SEMI-WEEKLY TIMES—Three Dollars a year: two copies, to one address, for Five Dollars.

The WEEKLY TIMES—Two Dollars a year; ten copies, to one address, for Twelve Dollars; twenty copies to one address for Twenty Dollars. *Any person sending us a Club of twenty or more will be entitled to an extra copy.*

Terms—Cash invariably in advance.

All letters to be addressed to the "New-York Times," New-York City.

Amusements this Evening.

ACADEMY OF MUSIC—Grand Concert of the Saengerbund.

LAURA KEENE'S THEATRE—Our American Cousin—A Favorite Farce.

WALLACK'S THEATRE—The Veteran, or France and Algeria.

BURTON'S NEW THEATRE—Our Female American Cousin.

NIBLO'S GARDEN—Nixon & Co.'s Great Equestrian Corps.

PURDY'S NATIONAL THEATRE—Our American Cousin—Toodles—Sixteen-String Jack.

BOWERY THEATRE—O'Neil—Nick of the Woods—Tailor of Tamworth.

BROADWAY THEATRE—Old Honesty—Katharine and Petruchio—Villagers.

BARNUM'S AMERICAN MUSEUM—Madame Elvira—Ethiopian Minstrels, &c., &c.

WOOD'S BUILDINGS—Select Negro Minstrelsy.

BROADWAY, NEAR BLEECKER-STREET—Banvard's Destruction of Jerusalem.

Mails Close at the Post-Office.

North—Albany, Buffalo and Canadas	3 P.M.
North and West Way Mail	5½ A.M.
Western Mail *via* Erie Railroad	5½ A.M. and 3 P.M.
South and Southwestern Mail	7 A.M. and 4½ P.M.
East for Boston, by Railroad	5½ A.M. and 1½ P.M.
East for Boston, by Steamboat	3 P.M.

The Overland Mail for California leaves St. Louis every Monday and Thursday, at 8 A. M. Letters designed for it should be marked "Overland, *via* St. Louis."

The Overland Mail from St. Joseph, (Mo.,) to Placerville, *via* Salt Lake City, leaves St. Joseph every Saturday, at 8 A. M. Letters should be marked "Overland *via* St. Joseph."

Ocean Mail Steamers.

The European mails by the *New-York*, hence for Southampton and Bremen, to-morrow, Feb. 19, will close at the New-York Post-office, at 10½ o'clock.

NEWS OF THE DAY.

The Galway steamship *Prince Albert*, from Galway on the evening of the 5th inst., arrived at St. Johns, N. F., yesterday. Her advices are fully one week later than those by the *America*, and are quite interesting. The latest telegraphic dispatches from London, received at Galway just previous to the sailing of the steamer, announce that the political disquietude is increasing. Parliament was opened on the 3d by the Queen in person. Her speech was considered very noncommittal, though not unusually so, and though entirely silent on the war question, caused a decline in both the English and French funds. Consols went down to 94¼, at which figure they stood on the 5th. The speech is decided enough with respect to Mexico. It announces that instructions have been issued to the commanders of the English Naval forces in the Mexican waters to demand, and if necessary to enforce, reparation for the numerous outrages suffered by British subjects. By the arrival of the Brazilian mails at Lisbon, intelligence from Paraguay had been received, which is somewhat later. It announces that the Brazilian Government had offered its mediation between Paraguay and the United States, and that the offer had been accepted by Commissioner Bowlin. Among the passengers by the *Prince Albert* is William Smith O'Brien. The market reports by this arrival are also interesting. Cotton had advanced at the commencement of the week, with an active demand, but was quoted dull again on the 5th. Breadstuffs and Provisions were firm.

The mails by the *America*, at Boston, from Liverpool on the 29th ult., were delivered in this City last evening. The screw-steamship *Lebanon*, of the Cunard Company, which left Liverpool at the same time as the *America*, reached the dock in Jersey City yesterday at noon. From these sources we have extended particulars of events to the day of sailing, the more interesting of which we add to the summary received from Halifax.

The steamship *City of Manchester*, from Liverpool Feb. 2, is now in her eighteenth day; and the *Africa*, from the same port on the 5th, in her fifteenth day; and either may at any moment arrive with important details.

Debates on the Appropriation bills principally occupied the attention of Congress yesterday, varied in the Senate by a further consideration of the Cuban question. The General Appropriation bill was reported to the Senate from the Finance Committee as it came from the House. The resolution recently introduced by Senator Wilson, calling for detailed information relative to Mr. Butterfield's overland mail contracts, was agreed to. The Homestead bill, after some opposition, was taken up and read, but it was afterwards laid aside for the consideration of the Diplomatic and Consular Appropriation bill, which was subsequently laid aside for the Cuba bill, on which speeches were made by Messrs. Chandler, of Michigan, and Polk, of Alabama, and then again taken up and discussed until the adjournment. In the House, John Cassin, of Philadelphia, who failed to appear when summoned to give testimony before the Printing Investigation Committee, was brought up in custody of the Sergeant-at-Arms, and made a satisfactory apology. The bill regulating postage on newspapers and periodicals was taken up and passed. It provides for the punishment of petty frauds for which hitherto there has been no remedy. After refusing to consider the bill to abolish the franking privilege, the House went into Committee for the consideration of the Army Appropriation bill. Mr. Stanton, of Ohio, moved to strike out an appropriation of $100,000 for the recruiting service, and the motion was debated until the adjournment, without any definite action.

It is understood that Mr. Lovejoy of Illinois intends, the first thing on the meeting of the House this morning, to introduce a resolution calling for an investigation of the charges of corruption embodied in the letter of our Washington correspondence published on Wednesday morning. He had a resolution to that effect ready yesterday, but could not get an opportunity to offer it. The matter was canvassed quite generally by the members of the House, and the general conclusion was that an investigation could not be avoided. The Sherman Committee will undoubtedly report on Saturday or Monday. The facts which have transpired in advance do not come from members of the Committee, but from witnesses examined, who have been placed under no obligation to keep their testimony secret.

The State Department yesterday received dispatches which leave very little doubt that the misunderstanding with Paraguay will be amicably arranged. This is confirmatory of news already received through unofficial sources.

In the State Senate yesterday, very little business of general interest was transacted. An evening session was held, at which the general orders were considered, and several measures moved forward a stage. In the Assembly the entire day session was consumed in attempts to perfect the bill consolidating and amending the various acts relating to the State Prison. During the evening session an attempt was made to obtain a third reading for the Registry bill, but it failed, and it was made the special order for Friday of next week. The bill authorizing the construction of the Avenue D Railroad was recommitted to the Railroad Committee, to allow of the taking of more testimony in reference to it. A resolution was adopted to adjourn over from to-day until Wednesday evening of next week.

The Rhode Island American State Convention for the nomination of candidates for State officers, met at Providence yesterday. Mr. Thomas G. Turner, who was on Thursday last nominated by the Republicans, was unanimously accepted by the Convention. Two of the other candidates nominated are not on the Republican ticket.

The *ex parte* Council having under consideration the points presented by the members of Dr. Cheever's Church reached their decision yesterday afternoon. The Committee of five, appointed yesterday, of which the Rev. Dr. Bacon was Chairman, presented a report, which was unanimously adopted, declaring the Church in the wrong, and ordering the Moderator and Clerk of the Council to furnish the seceding members with letters in the regular form to whatever Churches they might desire to join. After a few remarks by Messrs. Wood and Havens and by the Rev. Dr. Bacon, the Council adjourned *sine die*.

The Grand Jury of the Court of General Sessions made, yesterday, a special presentment, of considerable interest, relative to the bills now pending before the Legislature, for the increase of street railroads in this City. In their own words, they "present as a grave public evil this bold and daring attempt to invade private rights, for the construction of such roads, and invoke the law-making power not only to withhold its sanction, but in its dignity to frown down all such daring attempts against the fundamental principle which secures private property and the peace and good order of communities." The Recorder drew the attention of the Grand Jury to the revolting disclosures in connection with the treatment of foundlings by nurses employed by the Governors of the Almshouse. In the case of Michael Forrest, charged with the murder of Christopher Gott, the Jury returned a verdict of manslaughter in the third degree. He was sentenced to three years and ten months in the State Prison.

The proceedings of the Board of Aldermen last evening were mostly of a routine character. A resolution, directing that Chambers-street be paved with block pavement, was referred. The report of the Committee on Repairs and Supplies, in favor of paying Ira Buckman, Jr., $2,000 for plans for repairing the City Hall, was laid over. The resolutions passed by the Board of Ten Governors, requesting an investigation of the management of the affairs of the Almshouse Department, were read and laid on the table.

The Mayor yesterday signed the Tax Levy, and wrote on the back of it that there were many items in it which he objected to, and for which he should return it to the Common Council were it not that the public interest required that it should be sent to the Legislature without further delay, and that he believed the Legislature would strike out the objectionable items. The Tax Levy will be transmitted to Albany this morning.

The sales of Cotton, yesterday, reached 1,500 bales, at somewhat firmer prices. Flour, Wheat and Corn were in demand. Quotations were generally unchanged. Provisions were in fair request at, however, drooping rates for hog products. Coffee, Hay, Iron, Lead, Molasses, Naval Stores, Oils and Rice were quiet. Sugars were more sought after, and sales comprised 1,075 hhds., mainly Cuba; 600 boxes Havana and 1,820 bags Calcutta at uniform rates. The reported transactions in Tallow amounted to 60,000 lbs. at 11c. ℔ lb. The auction sales of Teas passed off pretty briskly, all the desirable lots disposed of having been taken at full prices. Whisky and Freights were inactive.

The City Railroads.

The Grand Jury is undoubtedly a most useful institution. It is traditionally the "palladium of our liberties," and all that sort of thing—and is supposed to be one of the barriers which stands between us and total ruin. But it has also a legal as well as a traditional character; its duties and privileges are defined by law, and it can only preserve that popular respect which is essential to its usefulness by confining its functions within their appropriate limits. It occasionally happens that some ambitious individual, dissatisfied with his own sphere of action, is appointed to membership of this important body, and imagines himself quite at liberty on that account to put things right in the universe at large.

Such an instance seems to have happened yesterday. The Grand Jury—suspending their proper business of inquiring into crimes committed within their jurisdiction—interrupted their legitimate labors for the purpose of instructing our Legislature at Albany as to its duties and rights on certain subjects awaiting its action. What has the Grand Jury to do with legislation at Albany? What business is it to that body, in its official capacity, whether the Legislature does its duty or not? Why not instruct Congress—read a lecture to the English Parliament, and issue "presentments" against the Emperor Napoleon or the King of the Cannibal Islands? Mr. C. A. Davis, the foreman of this Jury, is a very worthy, intelligent and influential citizen, and in that capacity has a perfect right to issue letters missive, as many, as emphatic and as denunciatory as he pleases, to our law-makers at Albany and at Washington. But, as Foreman of the Grand Jury, he has no more to do with these matters than he has with the management of the Bank Department or the Superintendence of the State Canals. And it is simply a piece of impertinence for the body over which he presides, to bring into Court in the form of a presentment, such a document as is embodied in our report of yesterday's proceedings in the Court of Sessions.

As to the measures against which this remonstrance is urged, we have nothing now to say. It is easy and generally safe to say that these schemes for City Railroads aim at the private emolument of their originators rather than the public good;—but it is quite as true that more than half the hostility they encounter is due to the same selfish motive. Mr. Davis and his coadjutors are quite as likely to be influenced by motives of pecuniary advantage to themselves in opposing these roads, as are those by whom they are pressed upon the Legislature. One thing is very clear:—the City at large has been immensely benefited by the Railroads that have already been constructed—and we have good reason to believe that the system might be advantageously extended.

Still, we concur entirely with those who think that no new charters should be granted without more stringent provisions for the public convenience. Every existing railroad in the City presumes upon the public patience, and outrages public decency by the manner in which it treats the public from whom it holds its charter. The most intense self-interest, based upon a reckless disregard of public rights, marks the conduct of each of the existing roads:—and if we had a Common Council which cared one straw for the public interest, when opposed by private bribes, we should see these roads held to a rigid account, and compelled to reform their management in these respects. As it is, however, the matter is probably beyond the reach of remedy; and we can only hope that, in any new charters that may be granted, greater care will be taken to protect the public against the selfish rapacity of these chartered monopolies.

Protecting the Interests of the City.

There could not possibly be a better plan conceived than that of forming an association for protecting the interests of the City, and among the names of the gentlemen that we have seen published in connection with such an association we recognize many that the public would naturally have a right to look for in such a movement, and that will inspire confidence and hope in the integrity and beneficence of the association. The only cause for regret that we can discover in the movement is, that it is too limited in its proposed action, and does not commence at the right end of the subject. The design of the association is to "protect the interests of the City against legislative interference at Albany." But the interests of the City which require protecting are assailed by the enemies of its prosperity at our own doors. The harm that can be done at Albany is of very limited extent compared with the gross abuses which we suffer at the hands of our own municipal officials. The Greeks are at our own doors and not in Albany. If the class of men who have joined in this movement for protecting the interests of the City would but condescend to take an interest in the nomination and election of our representatives and local officers, they might spare themselves the trouble of getting up an association to protect us from legislative interference at Albany. After surrendering your life and property into the hands of incompetent and unprincipled managers, it is too late to think of defending yourself against the consequences of your own folly and improvidence. Mr. James W. Gerard said, at the meeting of the Committee on Wednesday night, that "public opinion needed to be aroused, a point which no one will be likely to dispute. But public opinion must be roused for the future action of the people, and to prevent the necessity of forming an association to protect the people from the vicious conduct of their own representatives. And to do this thoroughly, there could hardly be a better plan devised than for the gentlemen who have taken the first steps in this business to form themselves into a permanent organization, to enroll as many of their class as they can on their list, and take active measures for exercising the influence to which they are entitled at the next election. Let them come to a direct issue with the unprincipled vagabonds, adventurers and mercenary political speculators, who have so long had things their own way, and determine in a fair stand-up-fight which is the stronger party of the two. The intelligent, well-disposed and respectable people of the City would outnumber two to one their opponents, if they could ever be brought to take sufficient interest in the prosperity of the City to act in concert. The present moment is a very favorable time for making a beginning, for it will be too late to wait until the eve of an election. The other side are already well organized and wide awake, and they can only be overcome by a party equally well organized and wide awake.

The Fruits of Spiritualism.

Whether Spiritualism be true or false, it is, we feel bound to say, getting at least to be thoroughly disgusting. We have no intention of entering into a controversy with Judge Edmonds or anybody else upon the merits of his visions or revelations. It matters—for the purposes of the comments we are about to make—very little whether they be all as reliable as Gospel, or as illusory as a dyspeptic dream; but the disagreeable fact undoubtedly is, that the whole system has become a nuisance, and only a nuisance to the sober and decent portion of the community. Possibly the spirits of dead men do keep up communication with the world they have left behind them; possibly they rap tables, ring bells, open doors, eat pine-apples, answer questions; possibly many of the mediums are honest people. All this admitted, there remains still the unpleasant truth to be disposed of, that the only visible result of the spiritualistic communications and influence so far has been dirt and rascality—rapes, adulteries, bigamies, seductions, desertions. The world was a very bad world several years ago, when the spirits first made known their presence within its borders. It was wallowing in ignorance, and steeped in guilt. It was crying for more light; groping its way painfully and with slow and uncertain steps towards small and tardy improvements. It was halting every day over problems in morals, in religion and in science, which it could not and dared not solve. It was writhing under a load of misery; longing, in the midst of evils for which it saw no remedy on this side of the grave, for even a solitary ray of that knowledge from the other side, in the full blaze of which departed souls are supposed to sit. The spirits have, nevertheless, now for more than ten years been hammering, and thumping, and ringing, and fingering, and gamboling, and who of us all is wiser or better? Who knows more of the unseen world than he knew before a table ever stood on one leg, or danced a reel round the room? Who amongst us has had one of the terrible mysteries of human existence made clearer? Who has had one doubt removed, one hope strengthened? Who has had "fixed fate, free will, or fore-knowledge," made a whit less knotty to him? What problem in science, or morals, or politics has been solved by all this damage to people's furniture?

Suppose all the letters and responses and discourses which have been ascribed to the spirits be as authentic as revelation itself; how are we to get over the fact that they are all trash—a mass of absurdities and puerilities which it would grieve the heart of the fondest parent to find his petticoated son committing to paper in a writing lesson? Nobody with a particle of common sense or anything in the world to do, would listen for five minutes to such rubbish as Goethe, and Shakespeare, and Milton, and Socrates and other great men have communicated to us through the mediums, from the lips of a living man. Why then listen to it from the dead? A fair and candid examination of all that the spirits of these worthies have been good enough to transmit to us through Spiritualistic channels, leads us irresistibly to the conclusion that in their present state of existence they are buried either in dotage or in idiotcy. This fact appears in every one of their lucubrations. Why then not leave them alone? Why tear aside the curtain of the grave to reveal to the prying eyes of a scoffing generation all the heroes of past ages afflicted with incurable imbecility? Could mankind be treated to a more disheartening and demoralizing spectacle?

Even if we were ourselves a spiritualist, or even a favored medium, pestered every night by stupid common-places from Melancthon or Thomas a Kempis, we should, for the reasons aforesaid, feel it to be our duty to keep silent in the matter, and bury our revelations in our own bosom. Since we should feel thoroughly satisfied that we had nothing to repeat which the world would be benefited by hearing, we would endeavor to avoid the scandal and misunderstandings which the strange nature and stranger source of our communications would be sure to cause among the vast crowd of "the unlearned and unstable." For the sake of weak minds, shaken nerves, and bad digestions, we would submit in silence to the tormenting follies of the reformer and the priests—if no means could be discovered of getting rid of them. The spiritualist doctors, however, do not look on the matter in this light. They are not satisfied unless they make converts to a creed which strikes a blow at the firmest and most sacred of human consolations, and teaches with supernatural authority that the wisest men of earth may pass the portals of the grave to become driveling fools on the other side.

There is, however, another side to this matter—the dirty side. The spirits, besides being unmistakable blockheads, are as prurient as Peter Dens himself. They were not in the field five years till they sought a "fusion" with the Free-Lovers, began to assail the marriage relation, invent new causes of difference between man and wife, and find excuses to satisfy the consciences of bigamists, and adulterers and fornicators. The actual, tangible, unavoidable sources of unhappiness in married life are, unfortunately, numerous enough. The spirits have added one more to the list—the sad list which has come down to us through thousands of years, blurred by the tears of countless generations. They have discovered that a man may desert his lawful wife for want of "spiritual affinity" between them. To learn what this means we know not where to turn; to learn what it leads to we have only to read the newspapers every day, and to run through the record of households broken up, of children disgraced, wives deserted—of able and useful men repudiating all that their past lives had honored and upheld—of repentance, remorse and misery, sown broadcast, which they contain. As usual in all similar delusions, women are the greater sufferers. They are the prey, not only of their fellow disciples, but of outside impostors;—witness the disgusting Hume case which is now before our courts, but of which, in mercy to their sense of decency, we have spared our readers the details.

In view of all this, we think we may fairly suggest to the honest leaders of this movement—for we have no doubt there are many such—the propriety of applying to the doctrines and discourses of the spirits the rules by which the compositions of living men are judged. The former have given us nothing yet which furnishes internal evidence either of superior knowledge or wisdom; nothing which even repays the trouble of printing. Why then not criticize their performances as those of mortals are criticized, and bury what is trashy in oblivion? Above all, why not judge the system by its fruits, and, even if its teachings be true in every item, if the fruits are evil, consign them to obscurity, for the sake of the human race. Spirits are, in virtue of their residence in the other world, independently of the intrinsic worth and purity of their preaching, not any better authority on any subject than the devil himself; and yet, abandoning one's wife on his suggestion is considered a disgraceful act.

Partisan Views of the Registry Law.—The Albany *Atlas and Argus*, referring to the Registry Law, says that "the House of Assembly is engaged in debating a plan for *obstructing and embarrassing* citizens in their right of suffrage." This mode of characterizing that measure, if true at all, is equally true of those provisions of the Constitution which relate to the rights of citizens as voters. The State contains about three millions of citizens. Of these only half a million, or thereabouts, are entitled, under any circumstances, to vote. And that comparatively small proportion is placed under divers "obstructions" and "embarrassments." In order to be admitted to the ballot box, a man must have been a citizen ten days. He must have been an inhabitant of the State one year. President Buchanan himself, should he move into Albany at the close of his term, would find himself effectually "embarrassed" and "obstacled," should he attempt to vote at the ensuing State or Charter election. It is also necessary that a citizen should have been four months a resident in his county. Also, he must have lived thirty days in the district from which the officer is to be chosen for whom he offers his vote. And, finally, he cannot be permitted to vote anywhere but in the election district where he actually resides, for any officer whatever—not even for Governor. Here be "obstructions" and "embarrassments" in abundance, provided by the Constitution itself. Why? Not certainly to hinder voters in the honest exercise of the franchise. By no means. But to do precisely what the Registry bill proposes more effectually to accomplish, to exclude spurious voters in order that those really entitled should have the benefit of their franchise. Those constitutional restrictions are liable to the same objections of principle which the *Atlas and Argus* urges against the measure before the Legislature, as that journal cannot fail to perceive. But in order still more thoroughly to guard the ballot-box from fraud, and as if conscious that the safeguards imposed by the Constitution might prove insufficient, its framers empowered the Legislature to add others, by inserting in that instrument the following provision, viz:

> "Laws shall be made for ascertaining, by proper proofs, the citizens who shall be entitled to the right of suffrage hereby established."

The "obstructions" and "embarrassments" complained of are in strict accordance with the Constitution. They can keep none but spurious voters from the polls, and are obnoxious to such and their friends only.

Morality of the Usury Laws.—A cause where the defence was usury has just been tried at Rochester, which, from the amount involved, and other circumstances, excited a good deal of remark. One of the Rochester Banks sued a leading business man of that city on a note, or notes, for $15,000, borrowed money. The debt was originally much smaller, but had been increased from time to time for two or three years, by renewals and additional borrowing. At length notes were given payable in Albany, and the defendant, for some reason connected with that fact, paid, or agreed to pay, $75 additional. When the obligations matured, it was claimed that the taint of usury lurked in this $75 item, and on that ground the borrower refused payment of the entire debt of $15,000. Nor was this all. There was another debt from him to the bank of $10,000, which he gave notice he should resist the payment of, relying upon the same defence.

The $15,000 cause has been decided in favor of the plaintiff—the bank—and against the party who set up the plea of usury. Some legal ground was found by the Judge, to the joy of the jury and the satisfaction of the public, for overruling the unconscionable defence. But it might easily have been otherwise. Without any intention to take usurious interest, the bank, in that case, might have been ensnared into some act or agreement, which, in the eye of the law, would have vitiated its claim, and caused the sacrifice of the entire debt. Men called respectable, do not hesitate to avail themselves of such legal advantages to cheat their creditors. We are often told of the Shylock practices of usurers. The Shylocks, however, are not all on one side; and in nine cases out of ten the man who will plead usury to escape the payment of a debt is ten times as great a scamp as the man who exacts unlawful interest for the use of money.

A Timely and Just Rebuke.—We are very glad to see by the only City journal which thought it necessary to report the Rev. Mr. Kalloch's lecture, that his audience was very small indeed. We trust this fact will teach the young gentlemen of the Benevolent Association which invited him here, a lesson which they evidently needed. It was natural that they should desire to increase the funds in their treasury, and we have no reason to doubt that they would have made a good use of them. But there are some things which it is neither right nor decent to do, even for the sake of a lawful and a laudable end; and trading in such a notoriety as that which attaches to Mr. Kalloch's name is one of them. Mr. K. is not a man of any considerable reputation for ability, for eloquence, or for any other special excellence. His connection with a disgusting criminal trial was what was relied on to give him an audience, and make his lecture profitable: and we consider it creditable to our City that the unprincipled calculation proved a failure. We would not discourage Mr. K. in any attempt he may make to reestablish his character and convince the public of his innocence:—but we would advise him not to thrust himself needlessly upon public notice.

INTERESTING FROM WASHINGTON.

The Charges of Corruption---An Investigation to be Ordered.

Chances Against a Tariff Revision—The Oregon War Debt—Non-Receipt of Dispatches from Nicaragua—Probable Amicable Arrangement of the Paraguay Difficulty, &c.

Special Dispatch to the New-York Times.

Washington, Thursday, Feb. 17.

Copies of yesterday's Times were plentiful on the desks of members of the House to-day, and its charges of corruption were generally canvassed. Everybody conceded that an investigation is unavoidable. Mr. Lovejoy, of Illinois, had a resolution ready, ordering a Select Committee to investigate, but he could not get the floor to offer it. He declares his purpose to do so the first thing on the meeting of the House to-morrow morning.

Messrs. Spinner and Dick, the Republican members of the Committee on Accounts, have indicated their desire for an investigation. Of course they cannot themselves move it, because the charge at present is against the entire Committee, and the mover of the investigation, according to Parliamentary usage, should be some one who can conduct it with propriety, if ordered.

The sentiment of the House seems instinctively to point to one particular man as the guilty party. This person betrayed visible agitation upon being prematurely informed that an investigation would be proposed.

The Sherman investigation could not be closed last night, as expected. The report will be made on Saturday or Monday. The facts which have transpired have not leaked out from members, but from witnesses, who are under no obligations to conceal their own testimony.

Secretary Cobb fears that Congress does not appreciate the true condition of the Treasury, and says that the Government must go to "protest" before the 1st of June, unless means are provided to meet the public liabilities. A change of the Tariff will not meet the case. Stephens and others say, let the Administration try their hands at economy, and disburse what Revenue may be received to the best advantage. They deny the necessity for Treasury Notes, and also that there will be any necessity for an extra session of Congress. The best informed men in Congress of all parties express the opinion that there is no hope of an agreement on any financial measure.

The reduction of the Oregon war debt a million and a half dollars, as the result of the Third Auditor's investigation, will be more than reversed if claimants be allowed "bounty." Common soldiers, as now contended for, if paid as "enlisted" men, can claim the bounty also.

Secretary Cass expresses great surprise at receiving no dispatches from Nicaragua, and intimates that foul play is suspected on the part of the British Government. Regrets are expressed that we have permitted England to take the lead in Central American affairs, but Mr. Buchanan throws the responsibility on Congress. He says that, if Congress had listened to his recommendations on the subject, we should now have a controlling influence on the Isthmus. Instead of this, British power is regularly installed, and is alone respected.

Dispatches received to-day by the Government give strong hope that our misunderstanding with Paraguay will be amicably arranged.

The fashionable world is greatly excited about the Napier Ball this evening. The Cabinet refuse to attend, excepting Secretary Thompson. Some curious items of scandal are afloat—nothing new for Washington.

Senator Seward gives a dinner-party this evening, at which Lord Frederick Cavendish, Mr. Ashley, and other distinguished persons will be present.

[FROM THE REPORTER FOR THE ASSOCIATED PRESS.]

Washington, Thursday, Feb. 17.

The Senate's Committee on Finance have agreed to report an amendment to the Executive, Judicial and Legislative Appropriation bill, making it the duty of the Treasurer of the Mint, or any of its branches, when refined gold is deposited, to make payment for the same as soon as its value is ascertained, and the coin actually made. The charge for making coin from refined bullion is to be three-eighths of one per centum.

By calculations just made at the Treasury Department, taking the year 1854 as the basis of receipts for 1859, those for January in each year being nearly equal, the amount of duties, averaging 19 per cent. under the present tariff, that will probably be received at New-York this year will be $31,072,000, and taking the year 1857 as the basis for 1859, $37,293,000. It will be recollected that two-thirds of the revenue customs are received at that port.

The Committee on Ways and Means are still unable to come to a conclusion on the tariff, but it is probable that a bill revising the present act will be affixed to one of the general appropriation bills. A report to this effect is prevalent.

The Senate's Committee on Finance have reported a bill, and recommend its passage, to repay Smallwood, Earl & Co., of New-York, the fine illegally imposed on them.

To-night is the Napier Ball, and there is a deluge rain.

Our Washington Correspondence.

FAILURE TO AGREE UPON A TARIFF MODIFICATION—THE CUBAN DEBATE—LOSS OF THE ARIZONA BILL—CUTTING DOWN THE ASSAY OFFICE APPROPRIATION, ETC.

Washington, Wednesday, Feb. 16, 1859.

Still again have the House Committee on Ways and Means failed to agree upon a bill for the modification of the Tariff—and all hope of coming to any arrangement among themselves is abandoned. The only hope now lies in getting a bill directly before the House without the intervention of a Committee. This can be done in various ways. A loan bill, or one providing for a reissue of Treasury notes may be reported, and the Tariff proposition be moved as an amendment. The Speaker, of course, will decide it out of order. In his eyes a measure providing means for paying a public debt cannot possibly be germane to a measure *creating* the debt. In the ordinary transactions of mercantile life a man is bound, when he contracts a debt, to know where the means are coming from to pay it. Not so in public life. It will be "out of order" when creating a *public* debt, to squint towards the means of ever discharging it. Our Senators and Representatives are bound to stick with single eye and purpose to the point of borrowing the money, and discard all thought of anything else!

No matter. A majority of the House can overrule the Speaker's decision and tack the Tariff revision upon a loan or Treasury-note bill. It will be wise to do so, and just beyond question. There is a majority of not less than twenty for Tariff revision, if the vote can be consolidated. But there's the rub. The Republicans will vote for Morrill's bill, and I don't believe they will unite upon any other. If the Pennsylvanians will take that, it can be carried. My own impression is, that while not satisfied with it, the Pennsylvanians will accept is as the best thing they can get. But if the Morrill bill is once rejected, the chances are that all the Tariff schemes will fail. The chances are that the Morrill bill, substantially, will be adopted. Southern men, even the most ultra of them, would prefer the Tariff of '46, with the Free List of '57, to this; and it will be not in the least surprising if we should ultimately find the entire South engaged in an earnest struggle for the latter proposition, in order to defeat the former, because the Tariff of '46 was a Democratic and "free trade" measure when adopted, and will be more acceptable to the Democracy, therefore, than a new bill emanating from a Republican.

The Cuba debate in the Senate progresses slowly. Yesterday was a field day. Mr. Crittenden, of Kentucky, added another to the laurels encircling his brow, by a brave and patriotic argument and appeal against the "Toodles Bill" of Mr. Slidell, which can lead to no result, and is well calculated to put off rather than bring about the desired object of Cuban acquisition. Mr. Hale followed with a bold, practical exposition of the true meaning of the scheme, in which he laid bare its hypocrisy, and pointedly illustrated its fallacies. He did not take ground against the acquisition of Cuba,—but directed his powerful batteries of argument, wit and sarcasm against the strange *mode* by which it is proposed to *negotiate* for the Island.

To-day, Mr. Thompson, of Kentucky, delivered a telling, and at the same time most ludicrous speech in the same general tone, full of comical illustrations which kept the Senate and galleries in a constant roar. His sallies, however, involved, no buffoonery. Every line of the speaker's fun even sparkled with gems of thought, and every witticism pointed an arrow of truth. Certainly it was one of the most remarkable exhibitions that I ever witnessed. The Senator is a man of brilliant intellect, kind heart and strictest integrity. His personal habits unfortunately have nearly destroyed his physical system; yet his mind seems vigorous and clear as ever. His tongue, to-day, was affected by a most suspicious thickness, and he delivered the greater part of his speech seated in his chair. But never for a moment did his intellect appear clouded, and his speech would have done honor to the soberest member of the body.

The bill to create the Territorial Government of Arizona was slaughtered to-day in consequence of the obstinate refusal of a portion of its friends to permit a vote upon the motion of Mr. Haskin, of New-York, to amend it by adding the following section:

Section 2. *And be it further enacted*, That whenever the said Territory shall contain the requisite population for a Member of Congress, to be ascertained by a census taken in pursuance of law for that purpose, it shall be lawful for the Legislature thereof to provide by law for the election of delegates to a Convention to form a Constitution preparatory to admission as a State into the Union, on an equal footing with the other States, which Constitution shall be submitted to the legal voters of the said Territory at a fair election held in pursuance of law for that purpose, for ratification or rejection. And when ratified at the polls in the manner aforesaid shall be transmitted to Congress for acceptance. This section shall be and is hereby incorporated into, and made a part of the organic acts of each of the Territories of the United States, and shall constitute the rule of action upon which said Territories shall be permitted to form Constitutions preparatory to their admission as States into the Union.

This proposition embodies the platform of the Anti-Lecompton Democrats, and will be adhered to by them under any and all circumstances. Mr. Haskin urged Mr. Stephens, who had the bill in charge, to permit him to take a vote upon it, but his appeal was in vain. Had this amendment been adopted, the bill might have passed. It was ruled out, and the bill fell. The result is most unfortunate. The turbulent population sure to flow into Arizona next Summer will need a strong Government at hand to maintain order and give proper security to life and property. Without this, it cannot be expected that capital will seek investments in that distant region—and without capital its rich mines of precious metal can never be developed. There is still a chance that the Senate may pass the bill and send it to the House; and it is to be hoped that, meantime, some compromise may be effected which will secure the concurrence of the latter body in a measure of so much importance.

The House, as you already know, has cut down the appropriation for the New-York Assay Office to about half the estimate of the Treasury Department. If gentlemen will examine the subject they must see the utter absurdity of this movement. The Assay Office is not an expense to the Government. On the contrary, it pays its own expenses, and turns a surplus into the Treasury every year. Mr. Butterworth, the Superintendent, shows conclusively that it will be utterly impossible to refine and assay the bullion offered with any less force than is now employed. To compel a reduction of force will only result in cost to the Government, because, while it will not lessen the number of officers in charge of the business, nor reduce the aggregate of the higher salaries paid, it will lessen materially the capacity to serve the public, and with it the receipts from the public, out of which the expenses of the establishment are indemnified. Your New-York readers will be glad to learn that the Senate will restore this item of appropriation to the amount originally estimated.

President Buchanan has not been invited to attend the complimentary ball to be given to-morrow night to Lord Napier. It appears that some time since he ill-naturedly declared that he would have nothing to do with it, because Governor Seward was so prominent in the affair? With irresistible determination to make himself especially ridiculous, he declared that he would have nothing to do with anything in which the estimable Senator from New-York was conspicuous. How clearly the Buchanan character sticks out here. The only way to get into his good graces is by abusing him. Mr. Seward, in all his speeches, has treated the President like a gentleman, using the most courteous language, and uttering his severest truths in the phrase least calculated to offend. The result is just such exhibitions of petty spite as that above noted.

Look at the other side of the picture. Do you remember the characteristic letter of the Hon. L. M. Keitt, of South Carolina, written from White Sulphur Springs, in which he referred to the President as a "weak, paralytic old man," or words to that effect? Keitt evidently struck a "lead," and, when he came to Washington, Old Buck was after him straight, of course merely to show him that he was not half so paralytic, nor near as old, as Mr. K. supposed him; and, from that time there was no courtesy or mark of kind appreciation that the President failed to lavish upon the man who had so justly lashed him. So, too, the first man that openly and deliciously scored President Buchanan, in the United States Senate, was the amiable and able Senator Hale, of New-Hampshire. Prior to that time Mr. Buchanan never thought of extending any courtesy or civility to the so prominent "Black Republican;" but flaying his moral cuticle had its usual remarkably softening influence upon the President's heart, and this Winter the Senator's legs have actually been invited under the President's mahogany, upon an occasion when Mr. Buchanan treated him with most marked consideration and attention. At least so I am informed. I have heard it whispered that the Editor of the Times will be sent for soon, and compelled to accept some of the excessive civilities reserved only for those who succeed in lashing our venerable President into good humor.

Madame Mario, by invitation, has consented to deliver a free lecture here on Saturday evening next. Those who have heard her once will not readily forego the pleasure of hearing her again. It is probable that one or two Senators will speak upon the same evening in behalf of the Italian cause.

I must be permitted to correct an error or two of the types in recent letters. Mr. W. D. Kennedy's testimony put the amount of the open purchases in the Brooklyn Navy-yard at 80 and not eight thousand dollars. I certainly never intended to insinuate that any friend of Mr. Searing's was satisfied to carry away paint from the Navy-yard in a "boot." That would have been rather a small operation indeed. For "boot" please read "*boat.*"

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XXXVth CONGRESS---Second Session.

SENATE.... Washington, Thursday, Feb. 17.

Mr. Hunter, from the Finance Committee, reported the Executive, Legislative and Judicial Appropriation bill.

Mr. Mason, from the Committee on Foreign Relations moved to print the report of the United States Commissioner to Vancouver's Island. Agreed to.

Mr. Wilson's resolution recently laid over, calling for detailed information respecting Mr. Butterfield's Overland Mail contracts was taken up and agreed to.

Numerous private memorials, &c., were disposed of.

Mr. Wade, of Ohio, moved to postpone all prior orders and take up the Homestead bill.

Mr. Johnson, of Tennessee, also urged it.

Messrs. Wilson and Shields desired a vote, and Messrs. Reid and Hunter wished to have it postponed, but

The bill was taken up by 26 against 23, and read.

Mr. Hunter again moved to take up the Consular and Diplomatic Appropriation bill.

Mr. Stuart remonstrated against this crowding off of the Homestead bill by an Appropriation bill, which was sure to pass.

Some time was occupied in aranging the precedence of business.

Mr. Seward urged a vote on the Homestead bill, as a measure that would settle definitely the policy with respect to the public lands, and would rescue them from being held by speculators and capitalists, to the detriment of the interests of labor.

The vote on Mr. Hunter's motion to postpone the Homestead and take up the Consular and Diplomatic Appropriation bill was 28 to 28, when the Vice President gave the casting vote in favor of the latter.

Mr. Pugh, of Ohio, moved an amendment in the nature of a substitute, which proposes to abolish all grades of ministers except one, and fixes the salary of that grade at $10,000 per annum, and the salary of the Secretary of Legation at $3,000 per annum; but all missions are to be special, and for reasons explained by the President at the time of appointment or confirmation. Consuls-General are to be abolished, and Consuls are to have the fees of their offices, to the limit of the salary now provided by law.

Mr. Mason, of Virginia, did not know that Mr. Pugh could do better service to the country than to give his scrutiny to the subject of the consular service, but thought the remedial measures will require more preparation than this generel amendment; and at a suitable time he hoped to have his able support in the revision of the consular and, where need be, diplomatic service. Mr. Mason would also say, not censoriously, that inasmuch as the diplomatic service of this country has extended beyond the limits many regard as judicious, it may become expedient to consider, not any curtailment of the discretion of the Executive in appointing Ministers, but to fix the compensation so as to do away with several minor missions in Europe and this continent.

Here the Consular and Diplomatic bill was laid aside for the Cuba bill, and Mr. Chandler, of Michigan, took the floor.

Mr. Chandler energetically denounced the measure, and characterized it as worthy of the Ostend Manifesto and of its author, of the brigand James Buchanan, but unworthy of the President of the United States. The thirty millions is a great bribery and corruption fund, and the purchase of Cuba is clap-trap and a vain attempt to save the Democratic Party from that annihilation the Almighty has destined for it. He spoke ridiculously on the expense the purchase would entail as mortgage and interest, and detailed his personal experience to prove that Cuba, although a good land, is not so good as the Western States, and its climate is in effect a perpetual tropic. To purchase the Island is merely to pay $200 per head for every man, woman, child and nigger, not to own them, but for leave to govern a scum of population that we would reject with scorn, if they offered to come for nothing. The only use of the Island to us, would be to keep there a fleet and army, costing $100,000,000 annually. The native Creoles are an ignorant, vicious, priest-ridden set, over whom Gen. TACON established a military despotism, not to prevent a political insurrection, but crime. From the Captain-General, the Judge on the bench and the priest in the pulpit, to the lowest Cuban, bribery is universal. No other but the Catholic religion is tolerated, and the Cubans to a man are true to the Catholic Church, and the Catholic Church to despotism. He believed that the declaration of independence, quoted by Mr. BENJAMIN, was written in some tavern in New-Orleans. What was the fate of the gallant CRITTENDEN when he went in good faith to aid these so called panting Cubans? He died like a man, but declared with his latest breath that he had been deceived in his belief that the Cubans thirsted for liberty. Here he went largely into the Dred Scott decision, saying that it and the thirty millions corruption fund are the only planks on the Democratic platform of 1860, and under which they will march to certain defeat. Mr. CHANDLER concluded by examining the details of the expenditures to show that the increase since 1852 has arisen from corruption.

Mr. POLK then addressed the Senate in favor of the acquisition of Cuba. His remarks were arranged under four heads, which he discussed separately, as follows: First, is Cuba desirable?—second, is the offer to purchase it the best means to obtain it?—third, have we the ability to pay for it?—and fourth, is the present time the best to make the offer to buy it? We can only give the briefest outline of his arguments. He said that the Gulf of Mexico was emphatically a Mediterranean Sea, the United States and Mexico only holding its shores. Into it flow our rivers, which makes it the receptacle of an immense and ever-increasing commerce, and of the products of regions almost from the frigid to the torrid zone, through which those rivers flow. Cuba closes it, and makes it a *cul de sac*. The channel between it and Yucatan is almost closed by currents which impede navigation; so through the narrow Northern Strait between the coast of Cuba and the Florida Capes, the commerce and surplus products of sixteen States and Territories must pass to markets, besides being the key to the transit routes to the Pacific. A few hostile war steamers could seal this passage, hence the necessity that the Gulf should be what the Romans called the Adriatic, a *mare nostrum*—our sea—and if need be also a *mare clausum*. The acquisition of Cuba is alike important to our growth, commerce and security. Moreover, the removal of the differential duties against our flour manufactures, &c., would give an impetus to our manufactures, commerce and marine, and give us the sugar monopoly of the world as we have that already of cotton. He could see no insult in the offer to purchase, and was confident that annexation would be hailed by the inhabitants of the island. We can acquire it only by conquest or purchase, and purchase was cheapest. The financial objections against the purchase were untenable. Mr. COLLAMER says we have not money enough in the Treasury to pay for it. True, we have not. We never have had and never will have so much stored in the Treasury while the Government of this Union is administered in accordance with the principles of the Constitution. Nevertheless, we can raise any amount of money when the occasion demands it. The objections against its political aspects were equally untenable. He was ready to trust the President with the amount, and there were precedents for doing so in the case of President POLK in 1847, and JEFFERSON in 1803, and in the case of Algiers. Our purchase was no business of France or England's. This country was ready to fight the last dollar and drop of blood on that issue. What better time can be found to make the purchase than the present? When will Spain be more willing to sell or necessitous? Mr. POLK here referred to some portions of Mr. SEWARD's remarks, and, in the course of the question and answer which ensued, Mr. POLK tried hard to make Mr. SEWARD define his future position in respect to acquiring Cuba. He asked him categorically to say whether he was in favor of its future acquisition.

Mr. SEWARD replied that when the juncture shall come that will make the subject a practical question he would answer, but that now it was an abstraction.

Mr. POLK resumed, urging the suitableness of the present time to buy the Island, and, saying, let Spain know we want it, that the Cubans want us to have it, and that we are willing to pay a full price for it, and we will get it. Let one of those storms come on Spain, such as she has so often been exposed to in the recent past, and she will do as the mariners do in like cases—throw it overboard.

The subject was then postponed, and Mr. HUNTER again called up the Consular and Diplomatic Appropriation bill.

Mr. PUGH moved another amendment, to consolidate the smaller missions—Rome with Naples, Sardinia with Switzerland, and to combine the several Central American missions.

A long debate followed, of considerable interest.

Mr. HUNTER expressed himself not adverse to the principle, but could not adopt the amendment until he had time for careful consideration and inquiry as to how it would affect the public service.

Mr. SLIDELL entertained similar views.

Messrs. DOUGLAS and MASON entered into a protracted argument of the constitutionality of the principles involved in the present mode of appointing Ministers.

Mr. DOUGLAS maintained that it was the duty of Congress to determine with what countries we will or will not hold diplomatic intercourse.

The debate turned on the point whether Ministers are "officers" within the meaning of the Constitution.

Mr. DOUGLAS maintained that they were.

Mr. MASON argued that the functions and character of Ministers are defined by the law of nations, and that they were appointable by the President as his representatives, Congress fixing their office—that is to say, their emoluments, and so forth.

Without taking any action, the Senate adjourned.

HOUSE OF REPRESENTATIVES.

WASHINGTON, Thursday, Feb. 17.

The Sergeant-at-Arms, pursuant to previous order of the House, produced JOHN CASSIN, of Philadelphia, who had been summoned, but failed to appear before the Select Committee to investigate the accounts of Mr. SEAMAN, the late Superintendent of Public Printing. He was now arraigned at the bar of the House, under attachment for contempt.

On motion of Mr. GEORGE TAYLOR, Chairman of the Committee, the Speaker was directed to propound to Mr. CASSIN the questions of "What excuse had he to give?" and "Whether he was now ready to appear before the Committee and answer all proper questions?"

Mr. CASSIN answered by a written statement under oath, that on being summoned by the Sergeant-at-Arms, on the 9th inst., he immediately prepared to attend, as required, but allowed himself to be delayed a few days, owing to the illness of a near relative; but he had now come and voluntarily surrendered himself. He meant no disrespect to the House, and begged to be excused for any apparent or actual dereliction, and was ready to testify before the Committee.

Having thus purged himself from the alleged contempt, on motion of Mr. TAYLOR, he was discharged from custody.

Mr. ENGLISH called up the bill regulating postage on newspapers and periodicals. He said it had been reported extensively through the Press that this bill proposed to tax newspapers passing in exchange. This was not the fact. The design was that periodical dealers shall receive their mail matter on the same terms as regular subscribers; another section authorized maps and lithographs to be carried at one cent per ounce, or fraction of an ounce. Heretofore such matter has been excluded from the mails. The third section proposed to punish persons taking letters out of the office by mistake, but willfully and fraudulently omitting to return them; and also persons who in like manner fail to apply money handed them for the prepayment of postage, etc. There is at present no adequate law to punish such offences, and the bill proposes a fine of $100, or one year's imprisonment, or both.

The bill was passed.

Mr. ENGLISH made an ineffectual effort to obtain the consideration of the bill to abolish the franking privilege.

Mr. COLFAX stated that by the phraseology of one section of the bill, every newspaper publisher would be compelled to prepay the postage on his entire circulation passing through the mails—a change asked for by no one.

The House went into Committee—JOHN COCHRANE, Chairman—and the Army-Appropriation bill was taken up.

Mr. DAVIS, of Mississippi, defended the Democratic party from Mr. GARNETT's charges of extravagance. Why the last year of Mr. FILLMORE's Administration was selected for comparison with Mr. BUCHANAN's first year, coming too from a Democrat, he was unable to determine. This was not a fair test. He accounted for the increase by the extension of mail facilities to the Pacific, the Utah troubles, the expenses attending the Territories of Kansas and Nebraska, the suppression of Indian hostilities, and other objects of expenditures required by the progress and consequent necessities of the country. For those increased expenditures the President and the heads of the Departments are not to blame. If there is any complaint, it should fall on the Congress, of whatever party.

Mr. GRANGER made a speech to show that New-York is guarding the liberty of every person, regardless of complexion or condition, who sets foot on her soil. As she claims their allegiance, she owes protection in return. If she fulfills her constitutional obligations no person can come within her territory and take away a human being to be made a slave. Congress has no power to legislate the return of fugitive slaves.

Mr. LETCHER, of Virginia, alluding to the remarks heretofore made on the subject of economy, said the Committee on Ways and Means, whenever they could, on adequate information, had reduced the appropriations. If the other Committees especially charged with retrenchment and the correction of abuses had presented their programme, something more might have been saved to the treasury.

Mr. PHELPS, of Missouri, showed that millions had been expended under the direction of Army officers for objects which have no connection with the Army. While pointing out the manner in which this branch of the service had been increased, he stated that the four new regiments cost $2,778,000, which together with the increased pay of the Army and rations made nearly four millions annually. He would be happy to aid in reducing the appropriations if it could be done.

Mr. CHAFFEE, of Massachusetts, in supporting the bill, said that the facts justify the assertion that our army of sixteen thousand men is now performing the work of at least eighty thousand men. If any extravagance exists let it be pointed out, and none will be more zealous than himself to aid in reform.

Mr. STANTON, of Ohio, moved to strike out the $100,000 appropriated for the recruiting service. This he said, presented distinctly and fairly the question of a reduction of the Army, which is now four times as large as necessity requires. Backwoodsmen are their own best protection.

Mr. BRANCH, of North Carolina, opposed the amendment. The expenses of the army do not arise from the privates, but from the outside operations connected with the army, which roll up millions of expenditures. Besides, the number of officers ought to be reduced.

Mr. FAULKNER, of Virginia, said the blow Mr. STANTON was striking was at the existence of the army itself. Fourteen hundred recruits are now required; to withhold these would materially impair the efficiency of the service.

Mr. STANTON did not advocate reduction, simply as a question of economy, but because the army was now used as an instrument of despotism, to aid in the enforcement of offensive laws, and perverting the first principles of civil liberty.

The Committee rose without disposing of the amendment, and the House adjourned.

The Troubles in Dr. Cheever's Church.

Third Day's Proceedings of the Ex Parte Council.

Report of the Committee—The Seceders Sustained.

The Ex Parte Council having under consideration the points presented by the seceding members of the Rev. Dr. CHEEVER's Church, reassembled in the large chapel of the University yesterday morning, at 9 o'clock. The Committee of five appointed at the session Thursday morning, consisting of the Rev. Drs. Bacon, Davis and Swain, and Messrs. Chapman and Abbott, submitted their report; which, after having been discussed and amended, paragraph by paragraph, was unanimously adopted.

The Clerk was then directed to inform the gentlemen interested that the Council were ready to announce the result of their deliberations. After they had entered the room, the minutes of the different sessions were read.

The Rev. Dr. BACON then read the following report, as an embodiment of the views of the Council with reference to the case in hand:

The Council having patiently and carefully considered the matter referred to them, have unanimously come to the following

RESULT:

In the first place, we find that there was good and sufficient cause in this case for the calling of an *ex parte* Council; and, having invited the Church to unite with the brethren, who have called us, in making this a mutual council, which invitation the Church has declined, it seems plain that, as representing the ecclesiastical commonwealth to which this Church acknowledges itself to belong, we are required to pronounce our judgment upon those proceedings of which these brethren have made complaint to us.

We have no hesitation in saying that the case which has been referred to us ought to have been submitted to the examination and judgment of a council called by mutual agreement. The difficulties which have arisen in this Church—if we consider the number and the character of the brethren who united in asking letters of dismission, and the former official standing of some of them, and, still more, if we consider the indications of excited personal and party feeling in the documents which have come before us—were of such a nature that the intervention of disinterested and impartial advisers, mutually chosen, was the most obvious and only hopeful method of effecting a settlement. In all cases like the present, in which a Church is divided against itself—a conscientious and determined majority against an equally conscientious and determined minority—it is the right of the minority to demand, and the duty of the majority to grant, an investigation and decision by a council to which both parties shall consent, and which both parties shall respect.

In the second place, we find that on the 26th day of February, 1858, forty-six members of the Church, including the twenty-two brethren who have called this Council, they being at that time acknowledged as members in regular standing, asked for letters of dismission and recommendation to other Churches, and that on or about the 7th day of April following the Church granted to the female applicants, including the wives and daughters of some of the brethren calling this Council, letters of dismission in their customary form, certifying that they were in "*good* and regular standing," and "affectionately recommending them," while to these brethren they granted letters in another form, which, by its marked difference from the customary form, implied a censure, and which can hardly be construed otherwise than as intending to imply a censure.

In the third place, we find that the brethren to whom those letters without a recommendation were given, having returned the same to the Church as unsatisfactory, the Church, thereupon, on the 16th of June, adopted three resolutions, in the following words:

Resolved, That O. E. Wood, E. M. Kingsley, J. K. Johnson, Henry A. Hurlbut, Jared Linsly, R. N. Havens, Albert Chesebro, L. N. Cowley, Richard Brown, A. T. Dwight, F. E. Mather, Edward J. Owen, William Way, Stephen Paul, S. Conover, Jr., S. Churchill, E. M. Morgan, W. S. Thomson, Elisha Peck, William B. Isham, E. C. Wilcox, and J. W. Camp, on behalf of themselves and their families, having applied for dismission from this Church, they are hereby dismissed from their connection herewith.

Resolved, That the Clerk send to the applicants certificates in the form following, to wit:

This certifies that —— is a member of the Church of the Puritans in regular standing, and as such, at his own request, is dismissed with the view of uniting with the —— Church, or such other as he shall apply to for that purpose.

Resolved, That (A, B, and C, parties named in the first resolution) having applied for dismission from this Church, and having been dismissed at their own request, are deemed no longer members of the same, or in any way subject to its watch and care.

We therefore advise and conclude that if, at the time when these brethren made their request for letters of commendation any member of the Church had any ground of complaint against them or any of them, it was the duty of such member to take the necessary steps, and failing of satisfaction, to bring his complaint to the Church, whereupon it would have become the duty of the Church to provide, without delay, for an impartial trial of the charges; and that in the absence of any definite charges regularly brought against these brethren by some responsible complainant, these brethren were entitled, and are now entitled to full and unequivocal letters of commendation, according to the custom of the Churches.

We also advise and conclude that the exclusion of these brethren from the Church, by a vote declaring them "no longer members of the same, or in any way subject to its watch and care," when they had had no trial, and when no charges had been regularly brought against them, was not only a violation of the rules of this Church and of the common usage and order of the churches with which this Church is in fellowship, but a lamentable departure from those principles of justice which are the security of ecclesiastical not less than of civil rights.

While we regret that the Church in the exercise of its judgment did not see fit to concur with these brethren in referring this case to the present or some mutual council, we are happy to acknowledge the courtesy with which the Church, by their committee and by the exhibition of their records have aided our investigation of the points on which our advice has been requested. We offer no counsel to the Church, inasmuch as we are not authorized to advise those who have not asked our advice. It would not be proper for us, acting in conformity with the letter which convenes us, to enter into the difficulties and troubles which preceded the request for letters of dismission and commendation, and for that reason we can pronounce no judgment on the letter with which those brethren accompanied their request, and which being their answer to a publication from the Church, pertains to the preceding controversy. Yet we may affectionately advise these brethren to review for themselves, with all Christian candor, the whole course of the antecedent controversy, and freely to offer to the Church any concession which they can make with a good conscience that will tend to relieve the feelings and conciliate the alienated affection of their brethren. We trust that they unite with us in earnest desire and prayer for the peace, the stability and the prosperity of this Church, in which they have had, and in which we and all our Churches cannot but have, so deep an interest.

At the same time, it is proper for us to declare that the principles of Congregational Church order, which are nothing else than the principles of common sense and common justice, guided by the light of the New Testament, afford a remedy to brethren who are wronged by any erroneous proceeding on the part of a majority of a particular church. We, therefore, as representing other churches of the Congregational order, declare that the brethren at whose invitation we are assembled, to wit: O. E. Wood, E. M. Kinsley, R. N. Havens, J. K. Johnson, E. C. Wilcox, Henry A. Hurlbut, Jared Linsley, M. D., Albert Chesebro, L. N. Cowley, Richard Brown, A. T. Dwight, F. E. Mather, E. J. Owen, Wm. Way, Stephen Paul, J. Walter Camp, S. Conover, Jr.; Samuel Churchill, E. M. Morgan, Elisha Peck, W. B. Isham and W. S. Thomson, ought to be recognized as members of the Church of the Puritans, in good and regular standing, till they shall have been received to membership in other churches; that the censure implied against them in the act by which the Church declared them out of its watch and care, being out of the due course of discipline, is without warrant, and therefore without validity; and we commend them accordingly to any Churches of Christ to which they may severally apply for the privileges of communion and membership.

The above was *adopted unanimously as the deliberate and formal result* to which the Council came in regard to the matters submitted to them.

It was also voted, "That the Moderator and Scribe of this Council be instructed to issue letters of recommendation, in conformity with the above result, to such of the persons who have called us together, as may now, or hereafter apply for them."

W. T. DWIGHT, Moderator.

S. G. BUCKINGHAM, Scribe.

NEW-YORK, Feb. 17, 1859.

After the report had been read, Mr. O. E. WOOD asked leave to say a few words. On behalf of those whom he represented he desired to tender sincere thanks for their attendance to the members of the Council. They felt that it had been a great sacrifice for the pastors and members to leave their homes to come to this City to investigate a matter which has been so forbidding. It was cause for congratulation that the Church—the propriety of whose acts had been questioned—had been willing to exhibit its records to the Council, and thus to assist them in arriving at their conclusions. They had only desired peace, and to bring the Church in question before an impartial tribunal, which should tell them what were their rights, and that other Churches might know what were theirs. Mr. WOOD said that their own personal rights were of no consequence compared with what they thought the great principle at issue. They believed that no other propositions than those presented, which could have emanated from them, would have convened the Council. It was the desire to strip them entirely of all the antecedent history of the difficulty. Now they were free to enter their various communions whenever they chose; to put on their armor and go again to work. Some of them had before now asked pastors of Churches where they worshipped whether they were entitled to unite with their communion. If the decision of the Church of the Puritans was just, they knew not what their duties and privileges were. Now they could go bearing letters which will introduce them into other Churches. Mr. WOOD concluded by again thanking the members of the Council for their kind and patient attention, and saying that he hoped they would return to their homes relieved in mind, because Congregationalism has had so successful an issue in a trial which has been made by various circumstances so prominent.

Mr. HAVENS wished to add one word. He assured the brethren that their recommendations in the report presented should be regarded and acted on.

The Rev. Dr. BACON said he was highly gratified with the kind expression of feeling which had been made. But "A brother offended is harder to be won than a strong city," and he would commend to the very particular attention of those who had called the Council the careful and prayerful revision of the whole controversy, the events of which the members of the Council had not gone into or could not go into. There might be some paper which could be retracted, and if the result should be that some step should be taken which should exhibit Christian magnanimity on their part, how much joy would it give here and elsewhere? The position which Congregationalism holds in this City has given this controversy an unfortunate prominence, and has made it particularly to be desired that its issue should be one which should result to the honor of Congregationalism everywhere.

The Moderator called on the Rev. Dr. BACON to offer prayer, after which the Council adjourned *sine die*.

CITY INTELLIGENCE.

BOARD OF ALDERMEN.—The Board of Aldermen met last evening. A proposal for repaving Broadway was received from WILLIAM FROST, whose plan provides that stones from one to three feet square or oblong, from six to twelve inches thick, shall be laid, with grooves 5 inches apart, 1½ inches wide and 1½ inches deep, running diagonally and cross-cut diagonally. It was referred to the Committee on Streets. A petition, asking that Manhattan-square be placed under the charge of the Central Park Commissioners was adopted. A petition remonstrating against paying Inspectors of Sewers from December to April, and asking that their pay be reduced from $3 to $2 per day, was referred to the Committee on Sewers. Alderman HENRY offered a resolution directing that the Street Commissioner cause an examination of the piers and bulkheads on the line of West-street, from Duane to Canal-street, and report the probable cost of repairing them. It was adopted. A resolution directing that Chambers street be repaved with block-pavement, at equal expense to the City and property owners on the street, was referred to the Committee on Streets. The report of the Committee on Repairs and Supplies, in favor of paying IRA BUCKMAN, Jr., $2,000 for plans furnished the City for repairing the City Hall, was laid over. The resolutions passed by the Ten Governors, inviting an investigation of the affairs of the Almshouse Department, were read and laid on the table. Alderman PECK moved that the Counsel to the Corporation be directed to give his opinion with regard to what power the Common Council or Supervisors have to supervise the management of the institutions, at the next meeting. The motion was carried and the Board adjourned.

ANOTHER MOCK-AUCTION CASE.—C. T. DILLARD, just from Virginia, complained to the Mayor, yesterday, that VALENTINE R. VAN SICKLEN and his confederates had swindled him to the extent of $22 50. The affidavit of the complainant sets forth that he visited the auction-shop No. 1 Park-row, kept by VAN SICKLEN, and bought a watch, believing it to be gold for $12; that afterwards a person entered, bringing with him a pretended jeweler, and told the auctioneer that a watch which had been previously knocked down to him proved to be worth much less than he had paid for it, and the auctioneer invited him to bid again, and a gold watch was knocked down to him; that the pretended jeweler told him (deponent) that the watch he had just bought was not gold, and thereupon the auctioneer put up another watch at auction and sold it to deponent for $30, the watch previously purchased being taken in part payment; that they then went to another mock-auction shop, where the auctioneer sold the watch just bought by the deponent for $10, while the attention of the deponent was designedly engaged by others in the store; and that he was there swindled out of $2 50 by the pretended jeweler and his friend. VAN SICKLEN and his confederates were brought before the Mayor on this charge and bound themselves to answer it.

IMPROVEMENT OF TOMPKINS-SQUARE.—The Committee on Lands and Places of the Board of Aldermen met at 2 P. M., yesterday. Alderman BOOLE presiding. Mr. CHARLES H. COCHRANE presented a plan for the improvement of Tompkins-square. A number of persons residing in the vicinity of the Square urged the propriety of laying it out to better advantage, and setting it apart for the recreation of the people. Col. PINCKNEY, of the Sixth Regiment N. Y. S. M., desired that the Square should be so laid out that the military might parade there; there was no other parade ground below Hamilton-square; he thought the fountain should be removed for this purpose. Alderman BOOLE promised that what had been said should be duly considered, and stated that this was the last meeting of the Committee at which argument could be heard.

WHY THE MAYOR SIGNED THE TAX LEVY WHILE HE DID NOT APPROVE IT.—Mayor TIEMANN, yesterday, signed the Tax Levy, and wrote on the back of it his reasons for signing it, although he objected to many of the items. The following is the indorsement: "There are many items embraced in the within Tax Levy which I object to, and for which I should return it to the Common Council did time permit, but as the public interest requires that the Levy should be sent to the Legislature without further delay, and believing that they will strike out such objectionable items, I have therefore approved the same as it now stands, this Feb. 17, 1859." The Clerk of the Common Council sent a certified copy of the Tax Levy to the Comptroller, to be transmitted by him to the Legislature. It will be sent to Albany by the express train this morning.

SUICIDE OF MR. BURDGE.—Coroner O'KEEFE yesterday held an inquest upon the body of DAVID P. BURDGE, who committed suicide on Wednesday afternoon, by cutting his throat with a carving-knife, at his residence, corner of Fifteenth-street and Third-avenue. Mrs. ALICE BURDGE, wife of deceased, testified that her husband had been laboring under a temporary attack of insanity for about ten days; that on the afternoon of Wednesday she left his room for a few minutes, and on her return found him with his throat cut. She assisted him to the bed, and he survived only about four minutes. The Jury returned a verdict of "Suicide while suffering from a temporary attack of insanity." Deceased was 35 years of age, born in New-York, and leaves a widow and two children.

LECTURES AND READINGS.—Prof. MITCHELL lectures to-morrow (Saturday) evening, at the Academy of Music for the benefit of the Five Points Mission; his subject will be "Astronomy and the Bible." If any inducement besides his own surpassing ability and eloquence could be needed to attract an audience, it would be found in the excellent object to which the proceeds of the lecture are to be devoted. Mr. ALEXANDER BURGER, an actor from California, where he has achieved some reputation, announces a reading for the benefit of the Mount Vernon Fund at Lyric Hall, for this evening.

THE CASE OF ALFRED WALDRON.—The youth ALFRED WALDRON, who had two of his ribs broken by the carelessness of a Hook and Ladder Company in Third-avenue, on Jan. 12, has so far recovered that he is able to resume his old employment, (that of card writer, at DELMONICO's saloon, corner of Chambers-street and Broadway.) The case was one of great culpability on the part of the Company, and as the sufferer is the principal support of his mother and three sisters, some of our citizens have undertaken a suit in his behalf for the recovery of damages.

ACCIDENTAL.—An inquest held yesterday upon the body of the Baron DE BEAUFORT, who died at the New-York Hospital on Monday, in consequence of injuries received on the 10th inst., by being run over by a cart, developed the fact that the occurrence was purely accidental, the deceased having slipped and fell as he was crossing Broadway, at the corner of Fulton-street. The cart passed over one of his legs, and his death was the result of gangrene, which supervened upon the injury.

FUN SERIOUSLY CONSIDERED.—Mr. DE CORDOVA's lecture on "Fun Seriously Considered," was attended by a numerous and fashionable audience, at Clinton Hall, last evening, notwithstanding rain commenced falling at the time announced for the entertainment. The lecture was as sparklingly humorous as the productions of this popular speaker usually are, and was heartily applauded throughout.

A SLOOP ON FIRE.—A sloop lying at the foot of Hubert-street, North River, took fire yesterday from capsizing a boiling pitch pot. It was soon extinguished by the Harbor Police of boat No. 1. The sloop was badly damaged.

ACCIDENT ON BOARD SHIP.—About 3 o'clock yesterday afternoon, a seaman, named WM. DOWNES fell from the deck of the brig *Eagle* into the lower hold. When taken up it was found that he had several ribs broken. He was taken to the New-York Hospital.

Police Reports.

DIABOLICAL OUTRAGE.—Officer Flynn, of the Sixth Precinct, this morning arrested two men, named James McLaughlin and "Scott" Gallagher, charged with committing a dastardly outrage upon the person of a widow woman, named Catharine Battis, residing in the rear of No. 61 Mulberry-street. As the Officer was passing the above house, about 3 o'clock in the morning, he heard the cry of "Help," "Murder," &c., proceeding from the rear, and on running up the alley-way leading to the premises, he met Gallagher coming out. He took him into custody, and with the prisoner proceeded to the place occupied by Mrs. Battis, on the fourth floor, in the rear, where he found McLaughlin in the act of committing a rape upon her person. A party of six or seven other ruffians, who had also been engaged in the same outrage, escaped by climbing over a fence in the rear. Mrs. Battis was found to be badly bruised about the face and neck, and was taken to the Station-house, where medical assistance was called in. She was put to bed in the Station-house, and in the morning it was found that she had left with other female lodgers and was not to be found. McLaughlin and Gallagher were taken before Justice CONNOLLY and committed to answer in default of $2,000 bail. Late in the afternoon Mrs. Battis was found at the house of her daughter, and brought before Justice CONNOLLY, where she made her statement confirming the above facts. She says the party came to her house about 2½ o'clock in the morning, and broke into her room, when they proceeded to outrage her person, one holding her while the other committed the violence. McLaughlin is a gasfitter by trade, and 21 years of age. Gallagher is 20 years of age, and follows the occupation of a plumber. The Police are in search of the other parties composing the gang, but none of them had been arrested at the last accounts.

CARELESSNESS OF A JEHU.—Mr. Chauncey Edwards, driver of stage No. 106, Fourth, avenue line, complains that the paragraph in yesterday's TIMES headed as above does him injustice. He refers to Mr. Hart, Surveyor of the port and others who were in the stage at the time, for confirmation of his statement that the accident (running over a woman in Broadway) was not justly chargeable to him.

LUDWIG'S INDIGO.—Mr. G. F. Richards, of No 390 Fourth-av., on Wednesday entered a complaint before Justice STEERS, against one Henry P. Ludwig, who, he alleges, has obtained from him at different times since September last the sum of $1,000 by fraudulent representations as to his ability to manufacture a bogus article of indigo worth 95 cents per pound. Mr. Richards advanced Ludwig the money, expecting to share in the profits of the business, but Ludwig's indigo turned out to be an inferior imitation of the genuine article, and brought only six cents a pound. Justice STEERS granted a warrant for the arrest of the indigo manufacturer and placed it in the hands of an officer.

ALLEGED SHOPLIFTERS ARRESTED.—Detectives Farley and Houston arrested two well-known shoplifters yesterday, in Broadway, whom they noticed acting in a suspicious manner. On searching them at the Police Head-quarters the policemen found, beneath the dresses of the two women, capacious pockets filled with laces, edgings, babies' lace dresses, collars, &c., worth about $250, the result of a "lift." The women are named Catharine Hildebrande, *alias* Bowman, and Mary Adriance, *alias* Athean; they are well known to the Police, and Mrs. Hildebrande has just run away from Boston, where she was charged with shoplifting, but was bailed out, and then ran away.

ELEVENTH WARD BURGLARS CAPTURED.—Officers Waterbury and Warren Wednesday morning arrested two men, named Robert Ewen and John Baker, having in their possession a full set of burglars' tools, and some property, the proceeds of a burglary committed during the night, upon the store of Wm. Perrine, No 82 Avenue B. Ewen is said to have been a candidate for appointment on the Police, and to have spent six months in the Penitentiary.

THE ALLEGED ASSAULT UPON OFFICER KEEFE.—Mr. Warren Leland of the Metropolitan Hotel, was arrested on Wednesday on complaint of Officer Keefe, charged with assault and battery, on the occasion of the rescue of Samuel F. Jones from the complainant and another officer, at Harlem, on Tuesday morning. Mr. Leland appeared before Justice WELSH, who took his own recognizance for his appearance on Monday next to answer the charge.

BURGLARS CAUGHT.—Wm. Johnson and John Fletcher were arrested, early Wednesday morning, in the house of Mr. John Alstine, No. 23 Madison-avenue, where they had been detected in the act of robbing, and detained until policemen arrived. They had succeeded in stealing about $5 worth of linen before their presence in the house was discovered, and in attempting to escape, they knocked down the coachman. They were committed for trial.

BROOKLYN INTELLIGENCE.

FIRES.—There were three incendiary fires in Williamsburg Wednesday night, all the work of burglars. The first was in COLBURN's lumber office in Water-street, near Grand-street. Damage trifling. The second fire was in CHARLES FOWLER's cooper-shop on Front-street, near North Tenth. The Police of the Sixth Precinct extinguished both of these fires. At 11½ o'clock a fire broke out in ARMFIELD's office, dealer, on First-street, near South Seventh. This office was robbed and then set on fire. The building was entirely destroyed. Loss $600. Insured in the Excelsior Insurance Company. The fire communicated to NEVILLE's stable, which was damaged to the extent of $2,500. No insurance.

Amusements.

HIAWATHA.—Mr. STOEPEL's romantic Symphony will be produced at the Academy of Music on Monday next; the sale of tickets commences to-day. The work has received a great deal of attention and has been rehearsed with unusual care. We have reason to believe that the performance will be a very fine one, and worthy of the work which we *know* to be good. What the public will do for a man of genius and enterprise remains to be seen. In Boston they allowed him to pay his own expenses. Here it will of course be different; we hope hugely different. Mrs. MATILDA HERON STOEPEL will read LONGFELLOW's Poem. It would be difficult to suggest a more unexceptionable entertainment.

ACADEMY OF MUSIC.—The New-York Allgemeine Saengerbund give a grand concert to-night in aid of the German Hospital Funds. Mme. ANNA CARRADORI, Herr DOEHLER, and the LEIDERKRANZ will assist The programme is excellent.

CHARITY CONCERT.—A grand concert for the benefit of the New-York House of Mercy will be given to-night at Niblo's Saloon. A number of eminent artists have volunteered their services for the occasion, and the object of the entertainment will, we trust, commend it to the attention of the public.

Washington's Birthday and Mount Vernon.

We are requested to state that the sum of $100,000 has been paid towards the purchase of Mount Vernon. The Association has $15 000 invested, and additional sums are known to be collected and available in various parts of the country, including Mr. EVERETT's fund, thus swelling the amount to about $60,000 of the $100,000 still to be paid. Should the purchase be completed on the 22d inst., the interest, amounting to about $9,000, would be remitted by Mr. WASHINGTON.

There are 26 States at work, from Maine to California, from Minnesota to Florida.

But prosperous as the Association has been it is evident from the statement now made that Mount Vernon cannot be secured to the nation on the day anticipated, and this sum of $9,000 saved to the Association, without immediate and simultaneous action by the whole country. So few days remain that this public appeal to the citizens of New-York is the only resource left to reach those who wish to come forward and take part in this work when their immediate aid is so important.

No. 25 Cooper Institute, Feb. 16, 1859, Office of the Mount Vernon Association for the State of New-York.

COPY-RIGHT LAW REPEAL.—The 10th section of the act to establish the Smithsonian Institution, which required publishers to deposit a copy of their book, map, chart, musical composition, print, cut or engraving with the Librarian of the Smithsonian Institution, and also one copy with the Librarian of Congress Library, has been repealed. Authors are now only required to deposit a copy with the Clerk of the United States District Court, where the copy-right is obtained.

[Advertisement.]

HOLLOWAY'S PILLS.—Tic Doloreux, that worst of pains, is mastered by these Pills. We have any quantity of testimonials proving their wonderful efficacy after a few doses. Manufactory, 80 Maiden-lane, New-York.

[Advertisement.]

GAYETTY'S MEDICATED PAPER for the water closet is a luxury and a necessity, as nearly every paper in the Union has proclaimed. Dépôt No. 41 Ann-street. For sale there, by all the respectable druggists in the United States, and by fancy goods dealers. Beware of imitations.

[Advertisement.]

Herring's Patent Champion Fire-Proof Safes, No. 251 Broadway, corner of Murray-street, opposite City Hall, New-York.

To Sleep or not to Sleep!

To sleep with ease,
Comfort, and on a
Luxurious bed, use
HOWE'S ELLIPTIC BED, SPRING BOTTOM.
The best spring bed in existence, simple, durable and cheap, at $6.
Principal office, No. 378 Broadway, New-York.
GEO. F. GRAY, Agent.

Defiance Salamander Safes. — ROBERT M. PATRICK, sole manufacturer of the above celebrated Safes and Patent Powder-Proof Defiance Locks and Cross-Bars. Also, Fire and Burglar-Proof Sideboards and Parlor Safes, for silver plate, &c. Dépôt, No. 192 Pearl-st., one door below Maiden-lane.

The Press on Poisonous Hair Dyes.—Two thousand newspapers have stated editorially, on the authority of Dr. James R. Chilton, the celebrated chemist, that CRISTADORA'S Excelsior Hair Dye (No. 6 Astor House, New-York) is free from sugar of lead and all other injurious ingredients.

Complexion.—The grand *coup de grace* of every New-York, as well as Parisian, belle, is Dr. SCHONECKER'S Oriental Beautifyer. Try its really magical effects gratis, at the dépôt No. 335 Broadway, room No. 55. For sale, also, at all the principal Druggists.

Tracy's Celebrated Shirts Made to Order, with plain or bayadere bosoms, a perfect fit and warranted, at the Shirt and Collar Dépôt, Nos. 87 and 89 William-st., one door north of Maiden-lane
GEORGE M. TRACY, Agent.

Bartholf's Superior
MANUFACTURING AND FAMILY
SEWING-MACHINES.
PRINCIPAL OFFICE, NO. 489 BROADWAY.

Phrenological Examinations will Direct young men to right pursuits and teach them how to make the most of their time and talents. FOWLER & WELLS give advice daily at No. 308 Broadway.

F. Y. S.—Ballou's French Yoke Shirts, new style, made to order from measure, sewed by hand and warranted to fit, at BALLOU'S Shirt Emporium, No. 409 Broadway.

A. W. Faber's Lead Pencils sold at Retail by all stationers. At wholesale only by EBERHARD FABER, (sole agent,) No. 133 William-st.

Herring's Patent Champion Safe.
LATE FIRE AT DUBUQUE, IOWA.
DUBUQUE, Jan. 7, 1859.

MESSRS. S. C. HERRING & CO.—Gents: I am requested by Mr. T. A. C. Cochrane, of this place, to say to you that on the morning of the 4th inst., about 3 o'clock, his store took fire, and the entire stock of goods was destroyed. The heat became so suddenly intense that none of the goods could possibly be saved; but fortunately his books and papers, which were in one of your Champion Safes, were all preserved perfectly. And well they may be called champion, for during the whole conflagration there was one incessant pouring of flame directly upon the safe which contained them. And still, upon opening it, the inside was found to be scarcely warm, while the outside was most severely scorched. Yours truly,
N. A. McCLURE.

HERRING'S PATENT CHAMPION FIRE AND BURGLAR-PROOF SAFES, with HALL'S PATENT POWDER-PROOF LOCKS, afford the greatest security of any safe in the world. Also Sideboard and Parlor Safes, of elegant workmanship and finish, for plate, &c.

$1,000 REWARD will be paid to any person that can show that a HERRING'S PATENT CHAMPION SAFE ever failed to preserve its contents in an accidental fire.
S. C. HERRING & CO.,
No. 251 Broadway, corner Murray-st.,
opposite City Hall, New-York.

Singer's Sewing Machines.

The new Family Sewing Machines, at $50 and $75, are attracting universal attention. In all essential good qualities they are much the best Machines ever offered at a low price. I. M. SINGER & CO., No. 458 Broadway.

For New-Orleans,
INLAND,
via BALTIMORE AND OHIO RAILROAD COMPANY from New-York to Parkersburg, Va., 200 miles below Pittsburg, on the Ohio River; thence in first-class steamers direct to New-Orleans.
QUICK TIME AND LOW RATES.
For through bills lading, or information, apply at No. 229 Broadway, corner of Barclay-st., office of Baltimore and Ohio Railroad Company.
C. W. PERVEIL, Agent.

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The immense increase in the demand for these admirable Machines—it has trebled within four months—indicates the reviving prosperity of the country. The prices of our Machines have been greatly reduced.
I. M. SINGER & CO., No. 458 Broadway.

Grover & Baker's Celebrated
FAMILY SEWING-MACHINES.
NEW STYLES AT REDUCED PRICES.
NO. 495 BROADWAY, NEW-YORK.
NO. 162 FULTON-ST., BROOKLYN.

Take Healthful Physical Exercise,
At WOOD'S Gymnasium,
No. 6 East 28th st.

Sewing Machines.—All persons who have been induced to buy Sewing Machines which will not perform the work that purchasers expected them to do, are informed that Singer's Machines never fail to do any kind of work. No one is ever disappointed in these Machines.
I. M. SINGER & CO., No. 458 Broadway.

No Danger from Throat Affection if Brandreth's Pills are Used.—It is impossible that disease can originate in any organ or solid part of the body which is kept in life by pure blood.

Local diseases are generally produced by deposits from the blood of corrupt matters in that organ which is the weakest in the individual.

Fevers are efforts of nature to overcome these corrupt humors of the body and shake them off.

Superfluous and corrupt humors either floating in the circulation or deposited in different organs of the body, are, then, the immediate cause of disease.

Remove from the blood, by purgation with BRANDRETH'S PILLS, all corrupt matter, and you purify the whole mass. There are at this moment, in every part of the civilized world, individuals whose maladies have been completely removed by their use.

Every one who is prevailed upon to use this inestimable medicine feels under lasting obligations to those who overcame his prejudices. And those who have become experimentally acquainted with its value feel that their time and energies could not be better employed than in the elucidation of its sanitary, its health-producing properties.
B. BRANDRETH, M. D.
Principal office No. 294 Canal-st. Price 25 cents per box; sugar-coated, twelve in a box, 13 cents.

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CORNER NASSAU AND BEEKMAN STREETS
To let, on the first floor, the elegant suite of rooms just vacated by the U. S. District-Attorney.
ALSO,
A fine Office, on the street floor, adjoining the corner, suitable for an Exchange office, or an Insurance Company.
Apply at No. 13 Beekman-st., to J. F. CLARK.
A few small rooms up stairs, at low rent.

The Metallic Tablet Strop—Invented by GEORGE SAUNDERS, A. D. 1816. This, the genuine article, has never been equaled for producing the keenest possible edge to a razor. Can be obtained of the subscribers and sole manufacturers, J. & S. SAUNDERS,
Store No. 7 Astor House.

Barry's Tricopherous
is the
BEST AND CHEAPEST ARTICLE
For DRESSING, BEAUTIFYING, CLEANING, CURLING, PRESERVING and RESTORING THE HAIR. Ladies, try it. For sale by all druggists and perfumers.

Batchelor's Hair Dye, Wigs and Toupees.—This celebrated establishment is at No. 233 Broadway. Twelve private rooms for the application of his famous Hair Dye, the best extant. BATCHELOR'S Wigs and Toupees have improvements over all; this is the only place where these are properly understood and made.

Wheeler & Wilson's Sewing Machines.
PRICES GREATLY REDUCED.
They are the favorites for families.—*New-York Times.*
We prefer them for family use.—*New-York Tribune.*
Office, No. 505 Broadway, New-York.

Professor J. C. Lane has several valuable patents for sale. Models now on exhibition at his rooms, No. 41 Park-row, *Times'* Building, New-York.

MARRIED

BECAR—JOHNSON.—In Brooklyn, on Thursday, Feb. 17, at St. John's Church, by the Rev. E. M. Johnson, ALFRED BECAR to MARY B., daughter of the Hon. Samuel E. Johnson.

GETTY—PADDOCK.—At Yonkers, on Wednesday, Feb. 16, at St. John's Church, by the Rev. A. B. Carter, D. D., SAMUEL EMMET GETTY to SUSAN EMILY, only daughter of the late P. W. Paddock, Esq.

BRUSH—THOMPSON.—At Hopewell, Orange County, N. Y., on Wednesday, Feb. 16, by the Rev. Andrew Johnston, Mr. SAMUEL C. BRUSH, of New-York, to Miss MARTHA, youngest daughter of Alex. Thompson, Esq., of the former place.

BROOME—MULFORD.—At Camden, N. J., on Tuesday, Feb. 15, in St. Paul's Church, by the Rev. Dr. Garrison, J. J. BROOME, of New-York City, to EMMA D. MULFORD, daughter of the late Wm. T. Mulford, of Philadelphia.

DIED.

BURDGE.—In this City, on Wednesday, Feb. 16, DAVID P. BURDGE, in the 34th year of his age.

The relatives and friends of the family are respectfully invited to attend the funeral, from his late residence, No. 139 3d av., corner of 15th-st., this day, (Friday,) the 18th inst., at 1 o'clock.

☞ California papers please copy.

HOES.—In this City, on Thursday, Feb. 17, MARTHA HOES, aged 85 years and 1 month.

The relatives and friends, and those of her grandsons, Charles M., William B., James R. and Isaac B. Tomkins, are invited to attend her funeral, from her late residence, No. 140 West 22d st., first door west of 7th-av., on Saturday morning, the 19th inst., at 9½ o'clock. Her remains will be taken to Newburg for interment.

PACKARD.—In this City, on Wednesday morning, Feb. 16 after a short illness, Capt. ELISHA PACKARD, in the 81st year of his age.

His relatives and friends, the members of Mariners' Lodge, No. 67, F. and A. M., the shipmasters and pilots of the port, are respectfully invited to attend his funeral, from his late residence, No. 563 6th av., at 2 o'clock P. M., this day, (Friday,) without further invitation. His remains will be interred in Greenwood Cemetery.

REYNOLDS.—On Wednesday morning, Feb. 16, at 7 o'clock, at the house of her son-in-law, R. G. Thursby, Mrs. LYDIA K. REYNOLDS, daughter of the late Isaac Moser, aged 58 years, 4 months and 25 days.

Funeral services on Friday afternoon, 18th, at 2 o'clock, from the M. E. Church, corner of Grand and Ewen sts., Brooklyn, E. D. Friends and relatives are invited to attend, without further notice.

☞ Syracuse, N. Y., and Milwaukee, Wis., papers please copy.

BENSON.—Suddenly at Homer, N. Y., where she was at school, FILOMELA BENSON, aged 14 years and 10 months.

The friends of the family are invited, without further notice, to attend her funeral, at the house of her father, No. 62 Montague-st., Brooklyn, this day, (Friday,) at 3 o'clock P. M.

WOOLSEY.—At Flatbush, on Thursday, Feb. 17, ELLEN B., infant child of John K. and Elizabeth Woolsey, aged 4 weeks.

The relatives and friends of the family are invited to attend the funeral, from the residence of her father, Flatbush, this (Friday) afternoon, 18th inst., at 2 o'clock.

WELLS.—At his father's residence in Riverhead, L. I., on Sunday, Feb. 13, MARTIN L. WELLS, aged 42 years.

☞ Norwich papers please copy.

WALTON.—At Middleburg, Va., on Tuesday, Feb. 8, Mrs. LUCINDA M. WALTON, widow of the late Rev. William C. Walton, of Hartford, Conn.

F. COTTENET & ATHERTON,
Nos. 60 and 62 Murray-st.,
Corner College-place,
AGENTS FOR THE SALE OF
"BAJOU'S" PARIS KID GLOVES,
"BISCHOFF'S" GROS DU RHINES,
"SEMPER IDEM," "IMPERIAL," AND
"CASTLE" DO.
M. RUBINACCI'S SEWINGS,
and
BONNET RIBBONS,
of the importation of
V. MUMFORD MOORE.
Also,
HILGER BROS.' CLOTHS AND DOESKINS.

INDIA-RUBBER SPRING BED.
Remember these springs never wear out,
Remember they are clean and sweet,
Remember they never rust nor rattle,
Remember they are bug-proof,
And remember where they are found—No. 59 Beekman-st., and No. 722 Broadway.

LACE AND MUSLIN CURTAINS
At REDUCED PRICES.
No. 291 Broadway.

AT GIMBREDE'S, NO. 588 BROADWAY.—Just introduced, the square visiting card, the square envelope, square note paper, and other novelties.

BROOKLYN MERCANTILE LIBRARY—corner of Clinton and Atlantic sts. The next regular lecture in the annual course will be delivered on TUESDAY Evening, Feb. 22, by the Hon. JOEL T. HEADLEY. Subject *Italy*. Tickets 25 cts., sold at the door.

NEARLY READY.
D. APPLETON & CO.,
Nos. 346 and 348 BROADWAY,
WILL PUBLISH IN A FEW DAYS:
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THE GREAT REPUBLIC MONTHLY,
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FOR MARCH,
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IS NOW READY, IS NOW READY, IS NOW READY.
FOR SALE EVERYWHERE.
This great national, popular, original Magazine, is steadily increasing in attraction, excellence and circulation. It has the best list of contributors of any periodical in this country, and contains more and better illustrations than any other. The present number has over
FIFTY ILLUSTRATIONS,
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The following articles in the March number are each worth the price of subscription:
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FORTY-EIGHT COLUMNS
of choice original romances, tales, sketches, poetry, wit, humor, news and general miscellany.
ALL FOR FOUR CENTS,
to say nothing of
DARLEY'S ILLUSTRATIONS
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Now ready in
THE NEW-YORK MERCURY,
AT ALL THE NEWS DEPOTS.

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MARAVILLA.
To everybody afflicted with BALDNESS.
To everybody troubled with DANDRUFF.
To everybody annoyed by their Hair falling out.
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A remedy at last discovered.
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The proprietors of this justly celebrated preparation beg to offer the Maravilla to the public as a complete Hair Restorer. They do not feel it their duty to denounce other preparations advertised to produce similar results; nor to insult the patience and good sense of the public by long-winded testimonials; suffice it to say, the Maravilla will bring back the Hair when apparently entirely gone; and if used as directed,
WILL PRODUCE GLOSSY CURLS,
And preserve to the Hair
ITS NATURAL COLOR,
though one live to the age of three-score and ten.
Sold by all respectable Druggists and Fancy Goods Dealers, and by the Proprietors,
CHARLES ERNEST & CO., Perfumers,
Price, 50 cents. No. 11 Gold-st., New-York.

E. H. LUDLOW, Auctioneer.
THE VALUABLE PROPERTY NO. 4 WALL-ST. AT AUCTION.
(By order of the Home Insurance Co.)
E. H. LUDLOW & CO. will sell at auction,
THIS DAY, Feb. 18, at 12 o'clock,
at the Merchants' Exchange.
The valuable building No. 4 Wall-st., formerly occupied by the Home Insurance Company, and built by them for their own use, but requiring larger accommodations have removed, and have no further use for the property. The building was erected in the best and most substantial manner, heavily timbered throughout. Has two good fire-proof safes, and three floors are heated by steam.
One-half or two-thirds of the purchase can remain on mortgage.
The property has rented for $7,000 per annum.
Possession 1st of May.
Maps and full particulars can be had at the office of the auctioneer, No. 14 Pine-st.

CARD.
JUDGE INGERSOLL'S DECISION.—In reporting the progress of my cases in the New-York Circuit against Cary, Howard & Sanger, and others, the real parties who are trying to defraud me of my title are making and causing to be made various fabrications calculated to mislead merchants and manufacturers. The case itself has been but partially presented on motion for preliminary injunctions. I am advised by all my counsel that, upon full presentation of my title upon final hearing, the result must be in my favor; and further, I am taking measures to have the matter brought to final adjudication as soon as possible. In the meantime, I am advised to prosecute all infringers upon my rights, and to prosecute the parties who have been and are endeavoring to defraud me of the title and exclusive right, purchased by me from Charles Goodyear, and by him conveyed to me, copies of which titles can be procured at my office, No. 23 Cortlandt-st., by persons interested. HORACE H. DAY.
NEW-YORK CITY, Feb. 15.

PIKE'S PEAK
GOLD MINES.
The subscribers propose to transport any given number of pounds, from Leavenworth City or other points on the Missouri that may be agreed upon, to the Gold Mines of Pike's Peak, Cherry Creek, and the Platte, during the months of April and May, with dispatch and on favorable terms. For our practical experience as Transporters on the Plains, and our responsibility as common carriers, we refer to Col. D. D. Tompkins, Assistant Quartermaster-General; J. T. Soutter, President of the Bank of the Republic; William Van Deventer, No. 196 Fulton-st.; Benjamin Holliday, Tontine Buildings, Wall-st., and J. B. Simpson, Nos. 5 and 7 Nassau-st., Continental Bank Buildings, New-York City. To the latter gentleman, our General Agent, we refer for all particulars. Early applications will meet with favor.
(Signed) RUSSELL, MAJORS & WADDELL.
LEAVENWORTH CITY, K. T., Jan. 28, 1859.

THE SUMMER MOON WAS SHINING
All in the purple sky
My wife and I, we tossed about,
And could not close an eye.
I cursed and swore, she scolded me
All through the weary night,
But 'twas enough to vex a saint,
The bed-bugs' savage bite.
You may be sure I certain went
Next morn to LYON'S store,
And home in joyful triumph I,
Th' Magnetic Powder bore,
[illegible]
Mosquito, roach and fly.
LYON'S MAGNETIC POWDER AND PILLS are warranted to destroy all house and vegetable insects and vermin. Houses, ships, &c., cleaned by contract. BARNES & PARK, General Family Medicine Dépôt, Nos. 13 and 15 Park-row, opposite the Astor House.

MUSICAL BOXES.
The undersigned offer for sale a large assortment of MUSICAL BOXES, playing 2, 3, 4, 6, 8, 10, 12, 16, and 24 tunes, with different accompaniments, and with a variety of
AMERICAN,
French, German and Italian Music. Overtures, Expressives, Forte Piano, Mandolines.
PAILLARD & MARTIN, Importers,
No. 21 Maiden-lane, New-York.

NECK-TIES ONLY.
SMITH & BROUWER,
IMPORTERS and MANUFACTURERS of NECK-TIES of EVERY DESCRIPTION. Commencing at 25 cents per dozen.
36 WARREN-STREET.
This is the only house in America dealing exclusively in NECK-TIES.

NEW-ORLEANS EXPRESS.
THE ADAMS EXPRESS COMPANY.
Forward to New-Orleans every WEDNESDAY and SATURDAY, *via* Charleston, Montgomery and Mobile. Shippers will find it to their interest to send by this route.
ADAMS EXPRESS COMPANY,
No. 59 Broadway.
Branch Office No. 283 Canal-st., and at the New-Haven Dépôt, 27th-st.

HYDROCARBON OIL FOR GAS.
An improved and very rich oil for making gas in the different Portable Gas Machines now in use, as cheap as any oil in market. Made by
DANIEL WADSWORTH & CO.,
Oil Manufacturers, No. 207 Pearl-st.

GENIN'S HAT STORE
REMOVED TO
NO. 507 BROADWAY,
ADJOINING GENIN'S BAZAAR.

PURE PORT WINE.
OSBORNE'S pure juice Port Wine for sale in quart and pint bottles, or by the gallon, by
G. E. MENDUM, No. 18 Wall-st.

THE OLD DOMINION COFFEE POTS.—Great is the rush for them, but so far I have been able to supply my patrons, and shall endeavor still to do so, if they will apply at Nos. 4 and 6 Burling-slip, where they are for sale wholesale and retail by LUCIUS HART.

ALSOPP'S EAST INDIA TONIC PALE ALE.—For sale in kegs of 3, 5 and 10 gallons each, at the Wine Vaults No. 18 Wall-st. Samples on draught.
G. E. MENDUM.

DRY GOODS.

SPRING TRADE NOTICE.
IMPORTANT
TO
EVERY DRY GOODS MERCHANT
IN THE UNION.
DE FOREST, ARMSTRONG & CO.
Are now receiving their Spring Importations, and are exhibiting at their
SALES ROOMS,
NOS. 80 AND 82 CHAMBERS-ST., N. Y.,
the most extensive, elegant, varied, and complete stock of
FOREIGN AND DOMESTIC GOODS
ever before offered for sale by them, and presenting attractions and advantages to the trade generally, and from all parts, such as are to be met with in very few places. Their extensive Stores on Chambers-st., which they occupy entire, enable them to appropriate to each class of goods a separate department, and to have, in fact so many distinct stocks in their Warerooms, each of which will be complete. Without specifying the articles embraced, they would name the departments viz:

DRESS GOODS,
SILKS,
WHITE GOODS AND LINENS,
CLOTHS AND CASSIMERES,
FLANNELS,
SHAWLS AND MANTILLAS
HOSIERY AND GLOVES,
YANKEE NOTIONS,
DRESS TRIMMINGS,
PARASOLS,
DOMESTICS AND PRINTS.

To their Domestic and Print Department they call particular attention, embracing all the leading makes and styles, which will be sold at the very lowest rates. They have the entire production of the
WARREN PRINTS,
A print which has done more good to the retailers through the country last season, than perhaps any other low-price print. Their Merrimack, Cocheco, Sprague, Garner, Dunnell and PACIFIC AMARANTH PRINTS are of the very best selections.
CLINTON, GLASGOW, LANCASTER and SCOTCH GINGHAMS in every variety.
Their
DOMESTICS
embrace the following Brands:

Wamsuttas,	Hill Manufacturing Company,	
Bate's Mills,	New-York Mills,	Merrimack,
Lonsdale,	Arkwright,	Pocassett,
Naumkeag,	Patterson,	Pepperill,
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Metamora,	Lawrence,	Atlantic,

All the well-known makes of TICKS, STRIPES and DENIMS, such as York, Hamilton, Pemberton, &c.
Soliciting trade on liberal terms, they invite notice to their House—street and number as above.

DOUGLAS & SHERWOOD'S
PATENT
TOURNURE CORSET.
This article confines in one garment A CORSET OF SUPERIOR SHAPE AND FINISH and a BUSTLE OF PERFECT MODEL, insuring free and healthful action to the lungs, and comfortable support to the spine. It has been pronounced by all who have seen it, (among whom are several eminent members of the Medical Faculty) to be *the only Corset without an objection*, either artistic or physiological. No lady can well do without it. D. & S. still manufacture their well-known
EXPANSION SKIRT.
Also, the celebrated
MATINEE SKIRT,
which, for COMFORT and ELEGANCE, is unsurpassed; together with over seventy other different styles—all of which are for sale at all the principal stores in the United States and Canadas.
All articles of their manufacture
ARE STAMPED WITH THEIR TRADE-MARK.

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FOR THE SPRING TRADE.
OSBORN & VINCENT,
NO. 92 WARREN-ST., NEW-YORK.,
Invite merchants generally to examine the
PATENT
IMPERIAL SKIRT,
Manufactured exclusively by them and for sale by all the leading houses.
JOBBERS (only) SUPPLIED.
OSBORN & VINCENT,
Proprietors of the Extension Skirt Patent,
No. 92 Warren-st., New-York.

MANTILLAS.
BRODIE'S SPRING MANTILLAS.
ARE NOW READY.
The greatest display ever made in this country.
WHOLESALE BUYERS FROM THE SOUTH are particularly invited.
No. 300 CANAL-ST.,
New-York.

DRESS GOODS.
BOOTH & TUTTLE,
Corner Chambers, Church and Warren sts.,
Are constantly receiving fresh supplies of
New and desirable
DRESS GOODS,
To which they invite the attention of
CLOSE BUYERS
For cash or short credit.

ARNOLD, CONSTABLE & CO.
WILL OPEN ON THURSDAY, FEB. 17, AT RETAIL Real India Camels'-Hair Shawls, Long and Square.
These goods were purchased at the recent large auction sales in London, and are offered at moderate prices, and are well worthy the attention of buyers.
CANAL-ST., corner of Mercer.

A POPULAR STORE
Reopened with a
LARGE AND ATTRACTIVE STOCK.
JOHN ELLIOTT & CO.,
(Successors to McCORMACK & SIMPSON,)
No. 140 6th-av.,
Are prepared to exhibit the
CHEAPEST AND BEST ASSORTED STOCK
OF
REAL FRENCH LACES,
Of every fabric.
FRENCH EMBROIDERIES,
In Collars, Sets, Bands, Sleeves, Caps, &c., &c.
SCOTCH EMBROIDERED
Bands, Flouncings, Edgings and Insertings.
RIBBONS,
Of every shade and width.
FRINGES, DRESS and MANTILLA TRIMMINGS,
In all the novel designs and colors.
HOSIERY and GLOVES,
Of superior manufacture.
In all of which departments, having PECULIAR ADVANTAGES, we will offer them by
RETAIL
AT
WHOLESALE PRICES.
It is our intention to bestow special care on the
HABERDASHERY
AND
YANKEE NOTION DEPARTMENTS,
so as to make them complete—it being a great convenience to ladies to find all the small items they embrace in one store, at the lowest prices.
TO OUR REGULAR STOCK
We are daily adding
GREAT BARGAINS
FROM
AUCTION,
And ladies will be sure not to misspend their time by favoring us with an occasional visit.
GOODS SHOWN FREELY.
LOWEST PRICES NAMED FIRST.
A LIBERAL DISCOUNT MADE TO MILLINERS AND DRESSMAKERS.
STORE
OPEN FROM 8 A. M. TO 8 P. M.
JOHN ELLIOTT & CO.,
No. 140 6th-av.,
Between 10th and 11th sts.
OLD HALF-ORPHAN ASYLUM.

REMOVAL.
THE GREATEST BARGAINS
EVER OFFERED,
IN SILKS, SHAWLS,
MERINOS,
AND ALL KINDS OF DRY GOODS,
Will be offered until Tuesday, Feb. 21, at
M. C. DE BEVOISE, No. 43 Catharine-st.,
After which he will remove to No. 289 Grand st., corner Eldridge.

SKIRTS.
SKIRTS. SKIRTS.
[illegible] Morrison's Skirts, so long and so favorably known to the ladies of New-York, are now being offered at prices which, considering their durability and elegance, make them the cheapest Skirt in market. For sale, wholesale and retail, by
JOHN MORRISON & SON,
No. 383 Broadway, near White-st.

SKIRTS.—TWELVE-SPRING SKELETON SKIRTS, (self-adjusting bustle, made without sewing,) $1 31; 14 springs, $1 50; and 17 springs, $2. Dealers supplied with 9 springs for $8 per dozen; 12 springs, $11; and 14 springs, for $15 per dozen. C. L. HARDING, Skirt Factory, No. 281 Spring-st., near Hudson. No connection with the next store.

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PAPER. PAPER. PAPER.
Printing, Writing, Wrapping, Hardware, Manila, Tissue, Envelope, Colored, Hanging, Blotting, Hatter's, Cloth, Tobacco, Shoe, Tea, Straw, and a full assortment of all other kinds of PAPER for sale at the lowest market prices, by CYRUS W. FIELD & CO., No. 11 Cliff st.

SLOTE & JANES,
Stationers, Printers and Blank-Book Manufacturers,
No. 93 Fulton-st. Orders respectfully solicited.

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A. DODWORTH'S DANCING CLASSES,
No. 806 Broadway, New-York;
No. 137 Montague-place, Brooklyn.
Now open for the reception of pupils, who can commence at any time; will continue open until the end of May. Tuesdays and Fridays in Brooklyn; Wednesdays and Saturdays in New-York.

FERRERO'S DANCING ACADEMIES—No. 80 West 14th-st., New-York, and No. 122 Clinton-st., Brooklyn, are open for the reception of pupils at all times. Afternoons for Misses and Masters; evenings for gentlemen. Saturday evenings, practicing class; [illegible] Quadrilles are being taught.

$4.00 ONLY—FRENCH CALF DRESS BOOTS AT JONES', NO. 10 ANN-ST.; $4 50 DOUBLE SOLE WATER PROOF SEWED BOOTS; $3 50 DOUBLE SOLE PEG BOOTS. WARRANTED TO GIVE SATISFACTION.

TEAZLES—PICARD'S FRENCH, ALL SIZES, for sale by C. E. HABICHT, No. 80 Beaver-st.

SITUATIONS WANTED.

FEMALES.

WANTED—BY A HIGHLY RESPECTABLE American young woman, a situation, as nurse; has no objection to assist in chamberwork; understands the care of an infant from its birth; also, a neat, competent young woman, as seamstress; can cut and fit children's dresses. Any lady or family requiring such help, will find one or both an acquisition. Apply at No. 378 6th-av., up stairs.

WANTED—BY A GENTEEL PROTESTANT GIRL, with excellent City reference, a situation as nurse and chambermaid; can do the washing and ironing of the nursery; will travel with a lady and child; wages, $7. Also, a cook, who makes pastry and soups, and understands baking; wages, $9. Call at No. 216 East 23d-st., for three days.

WANTED—A COOK'S SITUATION, BY A REspectable young woman; will assist with washing and ironing; understands her business in all its branches; is particularly neat, and has the best of City reference. Apply, for 2 days, at No. 270 10th-av., between 27th and 28th sts.

WANTED—A SITUATION IN TOWN, BY A REspectable woman, as first-class cook; understands her business in every branch—soups, pastries, game, &c.; is a good bread and biscuit baker; would go by the day, week or month; best of reference. Call, any day this week, at No. 201 12th-st., near 1st av., front basement.

WANTED—BY A MOST NEAT, TIDY GIRL OF 17, a situation as chambermaid and nurse; will sew neatly; is kind and attentive to children; does embroidery neatly; wages $5. Also, for her cousin, as cook and laundress; does up linens in style; makes excellent bread; wages $7. Call at No. 216 East 23d-st., for 3 days.

WANTED—A SITUATION, BY A RESPECTABLE woman as first-class cook, who thoroughly understands her business; can cook all kinds of soups and game. Address No. 101 West 19th-st., in the basement—can be seen for three days. Best City reference can be given.

WANTED—A SITUATION BY A RESPECTABLE woman as chambermaid or waitress, or would do chamberwork and assist with the washing and ironing; she can get the best of City reference from her last place. Can be seen till suited at No. 220 East 23d-st., third floor, back room, No. 3.

WANTED—A SITUATION, BY A PROTESTANT woman, as chambermaid and laundress, or to do chamberwork and waiting. Is willing to make herself generally useful. Has the best of recommendations. Can be seen, for two days, at No. 55 3d-av., in the millinery store.

WANTED—A SITUATION BY A NEAT, TIDY AND respectable girl as chambermaid and waitress, nurse and sewer; perfectly willing to make herself generally useful. Wages moderate. Apply at No. 3 Myrtle-av., Brooklyn, where first-class domestics can be obtained.

WANTED—BY A RESPECTABLE YOUNG WOman, a situation as laundress or chambermaid, or assist in the washing and ironing; is a competent person; has got the best of City reference. Can be seen for two days at No. 85 East 15th-st.

WANTED—A SITUATION FOR A VERY RELIable, faithful servant, highly recommended, as good plain cook and an excellent washer and ironer, or to do housework; is a hardworking, economical girl, and will try to please. Apply at No. 68 Atlantic-st., Brooklyn.

WANTED—BY A PROFESSED COOK, A SITUAtion in a private family; she perfectly understands her business, meats, game, soups, jellies, pastry, &c.; has the best of City reference. Call at No. 76 West 24th-st., second floor, front room.

WANTED—A SITUATION BY A RESPECTABLE young woman to do housework, or as cook, washer or ironer in a small private family; has good reference. Can be seen for two days. Apply at No. 252 8th-av., corner 23d-st., second floor.

WANTED—A SITUATION BY A RESECTABLE young woman to do chamberwork, washing and ironing, or will do housework in a small family; good City reference given. Can be seen for two days, at No. 82 7th-st., first floor.

WANTED—BY A GERMAN GIRL, A SITUATION as cook in a saloon; no objection to a first-class boarding house, where she would assist in washing and ironing. Apply this day, at No. 414 Broadway, near Canal-st., up stairs.

WANTED—BY A RESPECTABLE PROTESTANT girl, a situation as chambermaid and laundress; has no objections to general housework in a small family. Can be seen at No. 245 West 18th-st., up stairs, corner of 9th-av.

WANTED—A SITUATION AS PROFESSED COOK, by a French Canadian, in a private family; has the best of City reference; can do all kinds of French cooking—soups, meats poultry, pies, jellies and desserts. Can be seen at No. 28 4th-av.

WANTED—BY A GERMAN GIRL OF HIGH respectability, a situation as chambermaid in a hotel. Has no objection to plain sewing or occasional waiting. Apply this day at No. 414 Broadway, near Canal-st., up stairs.

WANTED—A SITUATION, BY A PERFECT GERman cook, in a first-class private family; understands French and American cooking, also fine pastries and jellies, all kinds of cakes, &c.; the best of City reference. Address W. M., Box No. 111 *Times* Office.

WANTED—A SITUATION BY A PROTESTANT young woman, to do chamberwork and waiting, or as nurse and to do plain sewing; understands her business well; has good City references. Call at No. 242 6th-av., second floor.

WANTED—BY A RESPECTABLE PROTESTANT woman, a situation as first-class cook; good City references can be given if required; has no objection to city or country. Call at No. 38 5th-st. Can be seen for two days if not engaged.

WANTED—A SITUATION, BY AN ENGLISH Protestant woman, as a good cook; has excellent recommendations, having been five years in her last two places. Apply, for two days, at No. 201 21st-st., between 1st and 2d avs.

WANTED—BY A YOUNG WOMAN, A SITUATION as plain cook, washer and ironer in a private family, and is a good baker; has the best of City reference. Apply at No. 109 West 25th-st., third floor, back room.

WANTED—A SITUATION BY A RESPECTABLE Protestant girl, as seamstress and chambermaid; has the best of City reference. Can be seen until suited at No. 299 West 18th-st.

WANTED—A SITUATION AS SEAMSTRESS BY a middle-aged German woman; understands all kinds of family sewing. Call at No. 107 Avenue A, between 7th and 8th sts., third story, back room.

WANTED—BY A COMPETENT PERSON, A SITuation as monthly nurse. References can be obtained at No. 54 West 33th-st., or at No. 34 Clinton-place.

MRS. GREEN'S AGENCY FOR DOMESTICS, No. 820 Broadway, east side, near 12th st., where the best of household help is promptly and faithfully supplied, at moderate charges. Wanted—Cooks, waitresses French nurses, women for general work. No charge until suited. Public patronage is respectfully solicited, by R. C. GREEN.

ALL FAMILIES WANTING GOOD SERvants—Germans, Irish, Scotch, English, &c., call at the large Institute and Home of Domestics, No. 133 11th-st., corner 6th-av. This extensive place has abundance of civil, capable help to suit all, at moderate wages. Conducted by a respectable American lady. Call and see.

MALES.

WANTED—A GARDENER'S SITUATION BY A young man who thoroughly understands his business in all its branches, the care and management of a green house, grapery, fruit trees, ornamental, &c.; also, the management of a farm and the care of cattle equally, and is not afraid to work; the best of recommendations can be produced from his last employer. Address A. M. B., Box No. 132 *Times* Office, or No. 9 John-st., seed store, for three days, will be promptly attended to.

WANTED—A SITUATION BY A MAN AS GARdener, who has had many years experience in this country; he understands the sowing of all kinds of seeds and is a thorough farmer; understands the management of a farm; can give the best of reference from his last two employers, with whom he lived 14 years, for capability, industry and behavior. Address C. B. H., Box No. 156 *Times* Office.

WANTED—A SITUATION AS GARDENER, BY a young man who is thoroughly acquainted with his business, the care and management of both stove and green-house plants, the cultivation of vegetables, &c. Can produce most satisfactory reference as to capability, character, &c. Address L. M., at Smith's Seed Store, No. 64 White-st.

WANTED—SITUATIONS BY A YOUNG MAN AND wife, without incumbrance; man understands all kinds of farm work, the care of horses and stock in general; is an excellent vegetable gardener. The wife is a good cook and baker, and makes the sweetest butter in market; are willing to work; give good reference. Call at No. 129 Waverley-place.

WANTED—A SITUATION AS GARDENER, BY a married man with two children. The advertiser is a native of England, and has had 11 years practice in this country; he fully understands the business in all its departments; unexceptionable references will be given. Apply at Bridgeman's Seed Store, No. 876 Broadway, New-York.

WANTED—BY A MIDDLE-AGED ENGLISHMAN, thoroughly conversant with gardening and farming, also possessing a knowledge of the cultivation of flowers and grape-growing, a good situation; is a single man, and has first-class recommendations. Address J. P., Seed Store, No. 9 John-st.

WANTED—A SITUATION AS GARDENER, BY a married man without family. The advertiser is a native of England, and has had several years' practice in this country; he fully understands the business in all its departments. A liberal salary expected. Apply at BRIDGEMAN'S Seed store, No. 876 Broadway.

WANTED—A SITUATION AS COACHMAN BY A middle-aged, honest, industrious and sober man of long and good reference; can give undoubted reference in the City, and undeniable character from previous employers. No objection to the country. Address W. R., blacksmith shop, No. 21 12th-st., near University place.

WANTED—A SITUATION, BY A YOUNG MAN, to take care of a garden and horses, and willing to make himself generally useful. Good reference given. Inquire at No. 472 4th-st., between 1st and 2d avs, in store.

WANTED—A SITUATION BY A RESPECTABLE young man, as coachman; has the best of reference (five years) from one employer, and from his last; he is sober and very obliging. Call at No. 71 West 25th-st., or No. 195 Broadway.

WANTED—A SITUATION BY A MARRIED MAN (without family), as gardener; has had 15 years' experience in the business in all its branches. Can be well recommended. Address GARDEN, Box 147 *Times* Office.

WANTED—BY A MIDDLE-AGED MAN, WHO HAS had over 30 years' experience among horses in this country and Scotland, a situation as coachman. Best of reference. Address R. R. S., Box No. 166 *Times* Office.

WANTED—A SITUATION AS WAITER IN A private family; has long City reference from his last place. Can be seen for two days at No. 877 Broadway, near 18th-st.

WANTED—A SITUATION AS WAITER IN A PRIvate family, by a respectable man that understands his business perfectly, and has the best of City reference. Can be seen for two days, at No. 88 15th-st., corner 3d-av.

WANTED—A SITUATION BY A MAN AS COACHman; has good City reference of seven years. Apply at No. 71 West 25th-st., for three days. Reference—Thos. Williams, Jr., President of the Marine Bank.

WANTED—A SITUATION AS BOOKKEEPER, surveyor for an insurance company, or salaried agent. Address J. W., Box No. 125 *Times* Office.

SITUATIONS WANTED.

MALES.

WANTED—A SITUATION, BY A JERSEYMAN, to take charge of a farm, having a thorough experience in farming; will give the best of reference. Address J. A., Box No. 103 *Times* Office, for three days. Also, name your residence.

TO HOTEL PROPRIETORS.—A YOUNG married man, American, would like a situation as clerk or steward in a hotel; his wife would act as housekeeper; no objection to any part of the United States. Satisfactory references given. Address Mr. COLLINS, Union House, New-Haven, Ct.

TO MERCHANTS AND OTHERS IN WANT of the services of a young married man, who has a full knowledge of book-keeping and would assist as salesman and correspondent, will address K., Box No. 3,160 New-York Post-office. Best of references given.

TO LAWYERS.—A YOUNG ATTORNEY, WITH 18 months' City practice, wishes a situation as managing clerk. Best of references. Address PEARL, Box No. 168 *Times* Office.

A BOOK-KEEPER WHOSE EVENINGS are unoccupied would like a set of books to write up. Address BOOK-KEEPER, Box No. 111 *Times* Office.

HELP WANTED.

WANTED—A YOUNG, ACTIVE MAN AS SEXTON in one of the Protestant Churches in the upper part of this City. one who can give his whole attention to it will be preferred. Applicants will give their age, married or single, what Church he now attends, present business (if any,) with references and address. Address R. B. C., Box No 163 *Times* Office.

WANTED—A COACHMAN, ONE WHO UNDERstands gardening and is well acquainted with his business, and willing to make himself generally useful, in the country, a short distance from the City; must be well recommended to be kind, sober and honest. Apply to JOSE MANZANEDO, No. 13 South William-st.

WANTED—A COMPETENT BOOK-KEEPER, TO take charge of a set of books in a manufactory; business to keep time of workmen, &c. Address, postpaid, BOOK-KEEPER, with reference and salary expected, No. 94 East 17th-st., New-York.

WANTED—A COMPETENT MAN, TO TRAVEL through the country to sell liquors; one who has been in the business preferred; must give the best of references and security. Address MERCHANT, Box No. 135 *Times* Office.

WANTED—TWO GIRLS, ONE AS COOK, WASHer and ironer, and one as chambermaid and waitress; the best of City reference required. Apply at No. 167 Amity-st., Brooklyn.

WANTED—A SALESMAN THOROUGHLY ACquainted with the retail ribbon business. Apply, before 10 A. M., to JOHN MORRISON & SON, No. 383 Broadway.

WANTED—A FRENCH NURSE TO TAKE CARE of a child two years old. A girl bringing good references, and who speaks French correctly, may have a good situation by applying at No. 175 East 10th-st.

WANTED—AS NURSE, A COMPETENT WOMAN, of good education. None but Protestants need apply at No. 38 East 26th-st.

INSTRUCTION.

RUTGERS FEMALE INSTITUTE,
Nos. 262, 264 and 266 Madison-st.
The 80th term opens March 14. Pupils received into the family of the Principal. The Institute stages convey pupils residing in distant sections of the City, to and from school. HENRY M. PIERCE, A. M., Principal.
JOHN M. KREBS, D. D., President.

WALNUT HILL SCHOOL, GENEVA, N. Y.—The long term of the Rev. Dr. REED'S Boarding School for Boys has just opened. Terms $250 a year. Circulars sent on application.
References—Bishop Potter, No. 33 West 24th-st.
Alex. W. Bradford, Esq., No. 6 Wall-st.
Edwin Clark, Esq., No. 4 Fletcher-st.
Geneva, Feb. 1, 1859.

AMERICAN SCHOOL INSTITUTE, NO. 346 Broadway, New-York, is a practical and valuable agency for supplying the wants of Schools and Teachers. References, Faculty Amherst College, D. Lowell Mason, the Rev. D. C. Van Norman, et al. Wanted, a competent teacher of music and classics, and a lady teacher of the harp and piano. SMITH, WOODMAN & CO.

ACADEMY OF LANGUAGES—NO. 929 BROADWAY—F. MARTINELLI, PRINCIPAL.—Instruction given in French, German, Spanish, Italian, Latin, Greek, Hebrew and English. Classes are formed day and evening. Terms in classes, $10 per quarter. For circulars, apply as above, to F. MARTINELLI.

CLASSICAL AND ENGLISH SCHOOL.—No. 20 East 31st-st., James Weir Mason. New term begins February 7th, but pupils received at any time. Personal instruction by the Principal and thorough drilling in the English branches. Circulars and further information at CARTER'S bookstore, or at the School.

MRS. HOWLAND AND DAUGHTER'S French and English Boarding and Day School for Young Ladies, No. 22 East 36th-st. A limited number of pupils received. For particulars, apply at the School or by letter to the Principal.

B. A. SMITH'S SCHOOL, FOR BOYS—Lexington-av., between 36th and 37th sts. Terms moderate.

TEACHERS.

VISITING TUTOR.—A GENTLEMAN WHO has had great experience in teaching the various branches of an English education together with Latin, Greek, French and mathematics, wishes to meet with pupils either in New-York or at a short distance in the country. He refers to the parents of present pupils. Address W. S., Box No. 109 *Times* Office.

GOVERNESS.—A YOUNG LADY WHO HAS been all over Europe, speaks four languages fluently, and has been for years accustomed to teach drawing, &c., wishes to make an engagement as governess or companion with a family traveling in Europe. Address S. E., Southside Post-office, Staten Island, N. Y.

WANTED—A YOUNG MAN OF GOOD MORAL character, who has had experience in teaching, wishes to obtain a situation as instructor. Would like to go into a private family. Address Box No. 7, Pottstown, Montgomery Co., Penn.

WANTED—A SITUATION BY A YOUNG LADY capable of teaching the ordinary English branches, with the rudiments of French and music, in a boarding, family or day school. Country preferred. Address L. B., Box No. 2,022, New-York Post-Office.

A SCHOOL WANTED—BY A CLASSICAL Sophomore in Union College; will, if desired, take charge of the school one year. Address LIPH, Post-office Box No. 308, Schenectady, New-York.

BOARDING.

BOARDING.—TWO GENTLEMEN CAN OBTAIN a nicely furnished parlor, with gas, bath and grate, in a house owned by the occupant, situated below 4th-st., west of Broadway. References exchanged; Price $4 50 each per week, with partial board. Address, with name, Mrs. R., Box No. 196 *Times* Office.

BOARDING FOR CHILDREN.—ANY PERson wishing to put one or two children, one year or more of age, out to board, where they will have motherly care and every desirable comfort at a moderate charge, will call or address MRS. MYERS, No. 50 Columbia-st., near Delancey, New-York City.

BOARDING—NO. 20 LAMARTINE-PLACE, WEST 29th-st; rooms to let, with board, in suites or single, to families or single gentlemen; house has all the modern improvements, on high, open ground, and connected by cars and stages with the business parts of the City. Family private. Reference required.

BOARDING.—DESIRABLE ROOMS AND BOARD for a family, or for single gentlemen, may be obtained at No. 163 Lexington-av., between 31st and 32d-sts. Best references will be given and required. Persons of religious habits preferred.

BOARDING.—A GENTLEMAN AND WIFE, OR two gentlemen, can have a third-story front room and bed-room in a first-class house, West 14th-st. Address CLINTON, Box. No. 2,387 Post-office.

BOARDING.—A PLEASANT FRONT PARLOR and bedroom may be obtained at No. 74 East 14th-st., near Union-square; also, a single room. Dinner at 6 o'clock.

BOARDING.—SINGLE OR SUITES OF ROOMS, with full or partial board, can now be had at No. 199 10th-st.; house large and airy; location very desirable.

BOARD IN BROOKLYN—WITHIN TEN MINutes' walk of Fulton and Wall-st., Ferries. House first-class; location fine, and no children. No. 49 Concord-st.

BOARD IN BROOKLYN.—A LARGE ROOM and bedroom; also, single room, at No. 79 Sands-st., corner of Jay. Dinner at 6 o'clock. Terms moderate.

A FAMILY OF RESPECTABILITY AND quiet habits desires to hire for the year a suite of apartments with private table, or privilege of a first-class cook. The rooms may be furnished or unfurnished, and will be occupied mostly during Winter months. Location must be desirable, and preference will be given where there are no children. Address A. Q. Z., Box No. 110 *Times* Office.

FURNISHED APARTMENTS ON THE SECond floor of a pleasantly located house near Union-square to let, to one or two single gentlemen only. The family is small and strictly private. Desirable to persons appreciating comfort and quiet. Breakfast, if required. Address BERTRAND, Box No. 300 Union-square Post-Office.

A WIDOW LADY, HAVING FROM SIX TO eight first-class boarders, would like to meet with a person wishing to dispose of furniture for board. Would not object to a furnished house, and the rent or part taken in board; Brooklyn Heights preferred. Address, for one week, E. S. P., Box No. 210 *Times* Office.

DESIRABLE ROOMS, WITH BOARD, CAN BE had in a first-class house, in one of the wide streets in the upper part of the City, near 5th-av. Address immediately, A. C., Box No. 103 *Times* Office.

NO. 19 UNION-SQUARE—BROADWAY SIDE.—Parlor and bedroom to let; also, two attic rooms. Newly furnished. With or without board. Dinner at 6 P. M.

ROOMS TO RENT—WITH OR WITHOUT BOARD, at No. 53 West 16th-st., between 5th and 6th avs.; also, a basement room suitable for a physician; terms reasonable.

BILLIARDS.

PHELAN'S IMPROVED BILLIARD TABLES AND COMBINATION CUSHIONS.
PATENTED FEB. 16, 1856; OCT 28, 1856; DEC. 8, 1857; JAN. 12, 1858; NOV. 16, 1858.
For sale only by the manufacturers,
O'CONNER & COLLENDER, Nos. 51 and 53 Ann-st.,
And the patentee,
MICHAEL PHELAN,
Nos. 786 and 788 Broadway, New-York.

WEDDING & VISITING CARDS

A. DEMAREST'S WEDDING AND VISITING cards, notes, &c. These celebrated cards, splendidly engraved, can only be had—Broadway, corner Duane-st. Orders by mail solicited.

MUSICAL.

ALEXANDRE ORGANS,
For Drawing-rooms, Churches, Chapels and Schools.
SOLE MEDAL OF HONOR AT THE UNIVERSAL EXHIBITION OF 1855.
This magnificent instrument, which the brilliant performances of
VILANOVA,
THALBERG,
MLLE. WELLIS,
have rendered as popular in America as in Europe, has been adopted by the greatest artists and composers of both Continents—Gottschalk, Liszt, Rossini, Meyerbeer, &c., &c.
Prices at the Dépôt, No. 51 Dey-st.,
$45, $50, $165, $230, $250, $300, $320, $375, $400.
A descriptive circular sent to any address on application to
BERNARD & FABREGUETTES, Jr.,
No. 51 Dey-st.
Importers of Busson's Accordeons, Violin Strings, &c.
JUST PUBLISHED:
A complete Instructor for the Alexandre Organ.

THE DRIGGS PATENT PIANO-FORTE—
(W. V. WALLACE.)
Its tones are the fullest, most sonorous and pure.
It is the most durable, and will remain longer in tune than any other Piano-forte.
It is built upon a solid iron frame or bed plate—the whole case forms a vibrating shell, with an upper and lower sounding board, like the violin.
"It is the best piano-forte existing," and is recommended by Thalberg, Gottschalk, Wm. H. Fry, M. Strakosch, Maretzek, Albert H. Wood, Gustave Eckhardt, Wm. Mason, H. Wollenhaupt, and many other musical celebrities.
Sole agents, WM. HALL & SON, No. 239 Broadway.

CHICKERING & SONS,
MANUFACTURERS OF
GRAND, SQUARE AND UPRIGHT PIANOS,
Warerooms, No. 694 Broadway,
C. & SONS have been awarded 35 prize medals for the superiority of their manufacture for the past 35 years.
ALSO FOR SALE,
MASON & HAMLIN'S SUPERIOR
MELODEONS AND HARMONIUMS,
For parlors, churches, vestries and lodges,
at wholesale and retail.
PIANOS TO RENT.

MASON & HAMLIN'S
MELODEONS AND HARMONIUMS
OF ALL KINDS.
Ranging in price from $60 to $450, equally adapted for the church, vestry, school room, lodge-room or parlor.
Messrs. CHICKERING & SONS are the sole Agents for these superior instruments for the State of New-York.
Warerooms No. 694 Broadway, New-York.
Dealers supplied at regular factory prices.
Descriptive Catalogues sent on application.

PIANOS.—HAINES BROTHERS, AT THEIR MANufactory and warerooms, Nos. 326, 328, 330, 332 and 334 2d-av., corner of 21st-st, have constantly on hand a large assortment of their superior Pianos, which combine all modern improvements, and for power, durability and long-standing in tune they are admitted by all to be unsurpassed by any; and with our superior facilities for manufacturing, we flatter ourselves that we can and are making instruments equal to any, and selling them at lower rates than any responsible manufactory in this City. Persons in want of a superior Piano are invited to call and inspect our Pianos and factory; they can then judge for themselves. All our Pianos are fully warranted in every respect. New Pianos to rent, and rent allowed on purchase.

ALEXANDER'S, CARHART'S, MASON & Hamlin's and Prince & Co.'s harmoniums and melodeons for sale or for rent at reduced rates. One 4-octave rosewood melodeon for $25. Pianos to rent at low rates. Piano stools, new style, for $2 50 each. One T. Gilbert piano, in perfect order, for $75. Sheet music and music books at wholesale and retail.
S. T. GORDON, No. 706 Broadway, near 4th-st.

GOLD-MEDAL GRAND AND SQUARE PIANOS.—STEINWAY & SONS, Nos. 82 and 84 Walker-st., near Broadway, New-York, have always received the first premium where and whenever in competition with the best makers of Boston, New-York, Philadelphia and Baltimore. Every Piano warranted for three years. Prices moderate.

HALLET, DAVIS & CO.'S GRAND, PARlor Grand and Square Pianos, long known as the best pianos made. Melodeons cheap. New-York pianos at great bargains, second-hand pianos by Gilbert, Chickering and others at $50, $75, $100 and $200. Pianos and melodeons to let. T. S. BERRY, No. 458 Broadway, corner Grand-st., marble building.

ORGAN FOR SALE.—A MAGNIFICENT PARlor or church organ for sale, with case, splendidly decorated in gold and colors, 10 stops, 1½-octave pedals, price $850; to be seen at the organ factory, No. 172 Centre-st., corner of Canal-st.

HAZELTON BROS., PIANO-FORTE MANufacturers, No. 209 Centre-st., offer a fine assortment of brilliant and full-toned pianos at the lowest rates. Each piano warranted to give satisfaction, and guaranteed for three years.

ALBERT WEBER, MANUFACTURER, No. 155 West Broadway, near Canal-st., will sell a large assortment of his celebrated pianofortes at very great bargains. Second-hand pianofortes taken in exchange at their full value. A call is respectfully solicited.

GREAT BARGAIN.—ELEGANT 7-OCTAVE rosewood piano, rich full tone, made by one of the best makers, and fully warranted, worth $500; been used a few months, and in perfect order; will be sold very low for cash. Inquire at No. 141 9th-st.

RAVEN, BACON & CO., (SUCCESSORS TO BACON & RAVEN,) Piano-forte Manufacturers; wareroom No. 135 Grand-st., near Broadway, where a full assortment of instruments may be found, exclusively of our own manufacture. Warranted in every respect.

T. H. CHAMBERS—SUPERIOR PIANOS, Bible House, Astor-place. An unlimited warrantee given with every instrument of his own manufacture. Second-hand Pianos from $50 upwards.

A LARGE STOCK OF PIANO-FORTES, IN plain and carved cases, at wholesale prices, for cash. All pianos fully guaranteed for two years. Second-hand pianos at $50 to $140. A. E. THOMPSON, 499 Broadway.

WANTED—IN A PROTESTANT CHURCH IN South Brooklyn, a Soprano singer; must read well and have a voice of good compass and power. Such a one may find a situation, by addressing, with views of salary and reference, MARTINE, Box 105 *Times* Office.

IRON AND HARDWARE.

LEONARD & JACKSON'S
"PATENT LIGHTS."
A CARD TO THE PUBLIC.
Having been creditably informed that persons have on one or more occasions endeavored to injure our business by false and malicious statements to the effect that the vault light which we manufacture and sell is an infringement of letters patent granted to Mr. Thaddeus Hyatt, we hereby notify those persons to desist from such defamatory statements, as we shall hold them personally responsible for damages.
Letters patent for the vault light which we are manufacturing, was granted June 29, 1858, and, should it be questioned, we are fully prepared to defend our rights in the premises, and to show that we are not infringing upon the rights of Mr. Hyatt or any one else.
JACKSON & THROCKMORTON,
Architectural and Nautical Iron Works,
Nos. 55 to 67 Goerck-st., New-York.

HYATT'S PATENT LIGHTS.
A CARD HAVING BEEN ISSUED
TO THE PUBLIC
By parties who frankly confess that they do not pay me for my invention, I avail myself of this opportunity to advertise the names of those who do. The following persons, only, are licensed under my patents in this City:
George R. Jackson & Co.
J. B. & W. W. Cornell & Co.
S. B. Althause & Co.
Ingalls & Case.
Theodore Hyatt.
The law is, that a person who purchases or uses a patented article is equally liable for infringement with the maker of it. The "makers" having fairly notified the "users" of their intention not to pay, the "users" have only themselves to blame if I collect my tariff of them—as I shall certainly do. THADDEUS HYATT.
New-York, January, 1859.

ESTABLISHED 1830.
GEORGE R. JACKSON & CO.,
EXCELSIOR IRON WORKS,
Nos. 199 and 201 Centre-st.,
Nos. 1, 3 and 5 Howard-st., and
Nos. 117, 119 and 121 Elm-st.,
New-York,
Manufacturers of iron railings of all kinds for dwellings, cemeteries, parks, stores, offices, &c.
Bank doors, safes and window shutters.
Patent Prismatic Lights for vaults, areas, skylights, &c.
Enameled grates and fenders.
Corrugated iron roofs.
Having added a foundry to our works, we are prepared to furnish
Iron columns, beams, girders, and all kinds of castings for building purposes.
Specimens of our work can be seen in the *Times* Building, American Exchange Bank, Wilson G. Hunt's store, Park-place; Thomas Hunt's store, College-place.
United States Custom-houses at Buffalo, Oswego, Cleveland, Detroit, Newark, New-Haven, Pensacola and Richmond; United States Marine Hospital at Detroit and Portland, and United States Assay Office, New-York.

INGRAM'S PATENT KITCHEN RANGE—A great improvement in ranges. A water back, with pipes and connections very simply arranged, and a perfect remedy for the evil of putting out the fire if the water be stopped for any cause. It also prevents any breakage and leakage around the range. Those in want of a good cooking range, that can be regulated by any person, and used either with or without water, will find it for their advantage to call at I. INGRAM & SONS, Manufacturers, No. 334 4th-av., New-York. Circulars sent to order. State Rights for sale.

ASHCROFT'S (BOURDON) STEAM GAUGES—Perfectly reliable, handsomely made, and warranted, at very low prices. C. W. COPELAND, No. 66 Broadway, New-York.

NICKEL.—BEST SWEDISH, FREE FROM ARsenic, imported direct by C. E. HABICHT, No. 80 Beaver-st.

O. AMES & SON'S SHOVELS AND SPADES—For sale by
JOHN W. QUINCY & CO., No. 98 William-st.

THOMAS PIG IRON—SOFT, FREE, STRONG and a warranted substitute for Scotch Pig.
JOHN W. QUINCY & CO., No. 98 William-st.

BANCA TIN, INGOT, COPPER, SPELTER, Antimony, &c., for sale by
JOHN W. QUINCY & CO., No. 98 William-st.

MOUNT-HOPE CUT NAILS, SUPERIOR quality; none better in market. Agents.
JOHN W. QUINCY & CO., No. 98 William-st.

TELEGRAPH WIRE—BEST QUALITY.—ALL kinds, for sale by
JOHN W. QUINCY & CO., No. 98 William-st.

R. L. LUQUEER & CO., DEALERS IN SADdlery Hardware, have removed to 81 Murray-st.

GROCERIES & PROVISIONS.

STILL AHEAD OF COMPETITION.
Great reduction in prices of Teas, Groceries and Provisions, at the
CANTON TEA WAREHOUSE,
No. 260 Greenwich-st. and No. 89 Murray-st., New-York.
THOMAS R. AGNEW has the largest and choicest stock of
Fine Teas, Wines, Groceries and Provisions to be found in any store in New-York, at the lowest prices. Choice family flour, $5 to $6 50, and all other goods equally low. THOMAS R. AGNEW,
Importer and dealer in Wines, Teas, Groceries and Provisions, No. 260 Greenwich-st. and No. 89 Murray-st., New-York.

FINANCIAL.

THE MUTUAL LIFE INSURANCE COMPANY
OF NEW-YORK.
OFFICE NO. 94 BROADWAY.
The following is a statement of the affairs of the Company for the fiscal year ending the 31st day of January, 1859:

Net Cash assets 1st of February, 1858		$4,434,459 09
Receipts during the year:		
For Premiums	$986,001 54	
For Interest	316,120 96	
For Annuities	3,482 20	—$1,305,604 70
Total		$5,740,063 79
Disbursements during the year:		
Paid claims by death, (including additions,)	$341,503 15	
Reduction of Premiums, Annuities, Commissions	57,434 94	
Surrendered Policies	74,206 01	
Expenses, to wit: Exchange, Postage, Taxes, Printing and Advertising, Stationery, Law Expenses, Medical Examinations, Rent, Salaries, &c.	77,986 27	— $551,130 37
Cash Assets on hand 1st February, 1859		$5,188,933 42
Invested as follows:		
Cash on hand and in Bank	$173,756 08	
Bonds and Mortgages	4,998,666 72	
Due from Agents for moneys collected and in course of transmission	16,510 62	—$5,188,933 42

Interest accrued and deferred Premium account not included in above statement.

Number of Policies issued during the year	1,728
Number of Policies in force 1st February, 1859	10,998
Increase in the net cash assets during the year	$754,474 33

I have carefully examined the foregoing statement and believe the same to be correct.
SHEPPARD HOMANS, Actuary.

BOARD OF TRUSTEES.

FREDER'K S. WINSTON,	WM. J. BUNKER,
MILLARD FILLMORE,	SAMUEL M. CORNELL,
DAVID HOADLEY,	SAMUEL E. SPROULLS,
WILLIAM V. BRADY,	JOHN M. STUART,
HENRY A. SMYTHE,	HAMLIN BLAKE,
ROBERT H. M'CURDY,	ALFRED EDWARDS,
JOHN V. L. PRUYN,	LUCIUS ROBINSON,
WILLIAM BETTS,	SAMUEL D. BABCOCK,
ISAAC G. PEARSON,	GEORGE S. COE,
WILLIAM MOORE,	CEPHAS H. NORTON,
JOHN H. SWIFT,	WM. K. STRONG,
W. E. DODGE,	EZRA WHEELER,
RICHARD PATRICK,	WILLIAM H. POPHAM,
JOSEPH BLUNT,	LYCURGUS EDGERTON,
NATHANIEL HAYDEN,	W. SMITH BROWN,
JOHN P. YELVERTON,	GEORGE R. CLARK,
JOHN WADSWORTH,	ALEX. W. BRADFORD.

FREDERICK S. WINSTON, President.
Secretary, Isaac Abbatt. Actuary, Sheppard Homans.
Medical Examiner, Minturn Post, M. D.

ANNUAL STATEMENT OF THE
MUTUAL BENEFIT LIFE INSURANCE COMPANY,
JANUARY 1, 1859.
OFFICE, NO. 151 MARKET-STREET, NEWARK.
AGENCY, NO. 11 WALL-STREET, NEW-YORK.

Balance, per statement, Jan. 1, 1858			$2,743,325 73
Received for Premiums during the year	$583,866 09		
Received for Interest during the year	170,087 27		
Received for Annuity Bonds during the year	5,000 00		
Total Receipts for 1858	$759,853 36		
Paid claims by Death in 1858	$242,150 00		
Paid Policies surrendered	35,083 31		
Paid Salaries, Taxes, Postage, Exchange, &c.	28,125 68		
Paid Com. to Agents	37,358 84		
Paid Physicians' fees	3,421 56		
Paid Annuity	160 27		
Paid Dividends during the year	154,928 55	—$501,258 18	—$258,595 18
Net balance, Jan. 1, 1858			$3,001,920 91

ASSETS.

Cash on hand	$67,677 01	
Newark City 7 per Cent Bonds	22,000 00	
Albany City (N.Y.) 6 per Ct. Bs	23,000 00	
Troy City (N.Y.) 6 per Ct. Bds.	25,000 00	
Brooklyn City (N.Y.) 6 per Ct. Bs	50,000 00	
Annuity Bond of the State of Massachusetts	800 00	
Bonds and Mortgages on Real Estate, worth double the amount loaned	1,694,831 18	
Premium Notes, drawing 6 per cent interest	1,038,669 38	
Real Estate	48,969 27	
Loans on Scrip	6,513 93	
Premiums, Notes and Cash in course of transmission	22,460 14	
Total Assets		$3,001,920 91
Total amount of Dividends paid to date		1,161,527 26
Total amount of Claims by death, paid to date		1,946,499 55

The Directors, having reserved the value of all policies in force, and all obligations against the Company, have, from the surplus, declared a dividend of FORTY PER CENT. on the premiums paid at the table rates to all policies for life in force issued prior to Jan. 1, 1853, without interest, payable in conformity with the present rules of the Company.
The Directors have also ordered the payment of the ELEVENTH DIVIDEND (that declared Jan. 1, 1857) to the members, when their annual premiums become due, during the year 1859.

DIRECTORS AND OFFICERS.

Robt. L. Patterson,	Henry McFarlan,	And. S. Snelling,
Chas. S. Macknet,	I. H. Frothingham,	R. H. Green,
Lewis C. Grover,	Edw. A. Strong,	Joel W. Condit,
Josiah O. Low,	John R. Weeks,	Nehemiah Perry.

ROBERT L. PATTERSON, President.
JOEL W. CONDIT, Vice-President.
Benjamin C. Miller, Secretary.
Joseph B. Jackson, M. D., Medical Adviser, Newark.
James Stewart, M. D., Medical Adviser, New-York.
Lewis C. Grover, Attorney and Counsel.
Joseph P. Bradley, Mathematician.
Joseph L. & J. P. Lord, Agents, New-York.

THOMAS J. STEWART,
REAL ESTATE BROKER,
No. 30 Pine-st., between Nassau and William.
Particular attention given to the negotiation of improved Property and Lots located in the City of New-York.

DENNISTOUN, WOOD & CO.,
NO. 38 WALL-STREET,
Buy and sell Sterling Exchange, and issue Commercial and Travelers' Credits, available in all parts of the world.

Department of Finance, Comptroller's Office,
New-York, Feb. 8, 1859.
PROPOSALS FOR CENTRAL PARK FUND STOCK OF THE CITY OF NEW-YORK.—Sealed proposals will be received at the Comptroller's Office, No. 5 Hall of Records, until FRIDAY, March 11, 1859, at 2 o'clock P. M., when the same will be publicly opened, for the whole or any part of the amount of THREE HUNDRED NINE THOUSAND SEVEN HUNDRED DOLLARS of Central Park Fund Stock of the City of New-York, authorized by an act of the Legislature of the State, entitled "An act to alter the map of the City of New-York, by laying out thereon a public place, and to authorize the taking of the same," passed July 21, 1853, and amended Feb. 13, 1857; and by an ordinance of the Common Council, approved by the Mayor Feb. 29, 1856.
The said stock will consist of three thousand and ninety-seven shares, of one hundred dollars each share, bearing interest at the rate of six per cent. per annum, payable quarter-yearly, and the principal redeemable on the first day of July, 1887.
The proposals will state the number of shares desired and the price per share. The persons whose proposals are accepted will be required to deposit with the Chamberlain of the City the sum awarded and covered by the bid, together with the premium, if any, thereon; and on presenting the receipt of the Chamberlain to the Comptroller will be entitled to receive a certificate for the par value of the number of shares, carrying interest from the date of the deposit.
Each proposition should be sealed up, and indorsed "Proposals for Central Park Fund Stock," and the proposal thus sealed and indorsed put in a second envelope, sealed, and directed "Robert T. Haws, Comptroller, No. 5 Hall of Records, New-York."
The right is reserved on the part of the Comptroller to reject any or all of the bids, if considered necessary to protect or promote the interests of the City.
ROBERT T. HAWS, Comptroller.

H. S. LANSING & CO.—EUROPEAN SHIPPING AND COMMISSION MERCHANTS—No. 72 Broadway, New-York. LANSING, STARR & CO., No. 9 Chapel-st., Liverpool, and No. 74 King William-st., London, LANSING, BALDWIN & CO., No. 8 Place de la Bourse, Paris, and No. 21 Rue Corneille, Havre, will attend to shipping goods from Havre, Liverpool, London, at the lowest rates of freight, and at reduced charges. Small parcels forwarded to any part of Europe, by every steamer from New-York or Boston, by their American-European Express. Purchases made, and all kinds of commissions executed, by competent persons abroad. Sight and time bills sold.

OFFICE OF PITTSBURG, FORT WAYNE AND CHICAGO RAILROAD COMPANY, No. 37 William-street, New-York, Feb. 10, 1859.—Messrs. M. K. JESUP & CO. having been appointed by the President Financial and Transfer agents of the Company in the City of New-York, this office will be closed after TUESDAY, 15th inst., and all coupons and other obligations of this Company payable in this City, will thereafter be presented for payment at their office, No. 44 Exchange-place, where also the stock of the Company will be transferrable.
JOSEPH K. EDGERTON, Vice-President.

ANNUAL REPORT OF THE INSURANCE COMPANIES.—My usual annual statement of the Insurance Companies, as reported to the Comptroller of the State of New-York, for the Legislature, and furnished to me by the State Department, is now ready for distribution, and can be obtained gratuitously on application at my office. ALBERT H. NICOLAY,
Stock Auctioneer and Banker, No. 4 Broad-st.

NEW-YORK AND WASHINGTON PRINTING TELEGRAPH COMPANY.—Notice is hereby given that a special meeting of the Stockholders will be held at the office of the Company, on TUESDAY, the 22d day of February, instant, at 1 o'clock, P. M.
R. W. RUSSELL, Secretary.
New-York, Feb. 11, 1859.

FIRST-CLASS INVESTMENTS FOR SALE.—Camden and Amboy Railroad, and Delaware and Raritan Canal Joint Six Per Cent. Bonds; Troy City Bonds; Cleveland City Bonds; Gas-Light Stocks; Buffalo City Water Bonds; Oswego & Syracuse Railroad Stock. JOHN B. MURRAY & CO., No. 40 Wall-st., N. Y. City.

$5,000 TO LOAN FOR THREE YEARS on bond and mortgage on improved real estate in this City or Brooklyn, worth twice the amount. Inquire of B. SKAATS, Attorney at-Law, No. 9 Trinity Building.

$6,000, $3,500, $2,000 AND $1,500 TO loan on bond and mortgage on real estate in the City of New-York. EDWARD A. FRASER, Attorney and Counselor at Law, Commissioner of Deeds and Notary Public, No. 303 Broome-st., New-York.

BOSTON, CONCORD, AND MONTREAL RAILROAD COMPANY.—The Coupons on the Bonds of the above Company due Feb. 15, will be paid at the office of J. A. UNDERWOOD & SON, No. 18 Exchange-place.

FINANCIAL.

DUNCAN, SHERMAN & CO.,
BANKERS,
CORNER PINE AND NASSAU STS., NEW-YORK,
ISSUE
CIRCULAR NOTES AND LETTERS OF CREDIT, for travelers, available in all the principal cities of the world.

AUGUST BELMONT,
BANKER, NO. 76 BEAVER-ST.,
Issues Letters of Credit for travelers, available in all parts of the world, through the Messrs. Rothschilds, of Paris, London, Frankfort, Naples and Vienna, and their correspondents.

EDWARD C. BOGERT,
(LATE OF BOGERT & KNEELAND,)
BUSINESS PAPER NEGOTIATED,
No. 52 Exchange-place.

WANTED—FARMERS' AND CITIZENS' BANK stock, Kerosene Gas Light and American Guano Companies stocks, by ALBERT H. NICOLAY,
No. 4 Broad st.

DIVIDENDS.

DIVIDEND.
OFFICE REPUBLIC FIRE INSURANCE CO.,
No. 16 Wall-st., Jan. 13, 1859.
CAPITAL $150,000.
SURPLUS OVER $100,000.
Capital and Surplus limited to $1,000,000.
THIS COMPANY HAVE TO-DAY DECLARED A dividend of SIX 25-100 DOLLARS PER SHARE, payable to the stockholders on demand.
They have also declared an interest dividend of Six Per Cent. upon their outstanding scrip, payable on TUESDAY, the 8th day of February next, in cash.
They have further declared a scrip dividend on the earned premiums of the year ending the 31st day of December, 1858, of Thirty per Cent., the certificates deliverable to parties entitled thereto on TUESDAY, the 8th day of February next.
The Scrip Dividends declared by this Company for the last five years amount to ONE HUNDRED AND THIRTY-FIVE AND A HALF PER CENT.
ROBERT S. HONE, President.
Duncan F. Curry, Secretary.

THE NEW-YORK CENTRAL RAILROAD Company, Treasurer's Office, Albany, Feb. 9, 1859. ELEVENTH SEMI-ANNUAL DIVIDEND.—The Directors of this Company have declared a semi-annual dividend of Four per Cent. on the capital stock thereof, payable on the 21st of February instant, upon stock registered at New-York, Boston or Albany, and on the 21st day of March next, upon stock registered at London.
Stockholders whose stock is registered at New-York will receive their dividends at the office of DUNCAN, SHERMAN & CO.; those whose stock is registered at Boston, at the office of J. E. THAYER & BROTHER; those whose stock is registered at Albany, at the ALBANY CITY BANK; those whose stock is registered at London, at the UNION BANK OF LONDON, the latter at the rate of 4s. 1d. to the dollar.
The Transfer Books, which are now closed, will be reopened at New-York, Albany and Boston, on the morning of Wednesday, the 23d day of February inst.
GILBERT L. WILSON, Treasurer.

THE OSWEGO AND SYRACUSE RAILROAD Company have declared a semi-annual dividend of Four per Cent. upon the Capital Stock, payable on and after the 21st February.
New-York City Stockholders will receive their dividends from the Transfer Agent, HENRY A. OAKLEY, at the office of the Howard Insurance Company, No. 56 Wall-st.
Dividends not called for within thirty days, will be paid at the Treasurer's Office at Oswego only.
LUTHER WRIGHT, Treasurer.

Office of the Exchange Fire Ins. Co.,
No. 38 Wall-st.
DIVIDEND.—THE DIRECTORS HAVE DEclared a semi-annual dividend of Six per Cent. on the capital stock, payable 1st day of February. The transfer books will be closed from the 25th inst. until that date. RICHARD C. COMBES, Secretary.
Jan. 22, 1859.

INSURANCE.

METROPOLITAN
FIRE INSURANCE COMPANY,
NO. 108 BROADWAY,
CORNER OF PINE-ST., NEW-YORK.
CASH CAPITAL..........$300,000.
This Company, having a cash capital exceeded by those of only three other City Companies, continues to insure all kinds of Personal property, Buildings, Ships in port, and their Cargoes, on terms as low as are consistent with the security of the insurers and the insured.
DIRECTORS.
JAMES LORIMER GRAHAM, President.

Joseph B. Varnum,	Warren Delano, Jr.
Leonard Appleby,	Henry V. Butler,
Frederick H. Walcott,	Joseph B. Varnum, Jr.,
Wm. K. Strong,	Jas. Lorimer Graham, Jr.,
Moses Taylor,	Bowes R. McIlvaine,
James O. Sheldon,	Gilbert L. Beeckman,
Daniel Parish,	John C. Henderson,
Gustavus A. Conover,	Lorrain Freeman,
Martin Bates, Jr.,	Edward Macomber,
Dudley B. Fuller,	Watson E. Case,
Charles L. Vose,	Charles E. Appleby,

Samuel B. Bradford, Jr.
EDWARD A. STANBURY, Secretary.
Robert C. Rathbone, Assistant Secretary.

ÆTNA
FIRE INSURANCE COMPANY,
OF NEW-YORK,
No. 56 Wall-st.
CAPITAL $200,000. CHARTERED 1824.
This Company continues to insure against LOSS OR DAMAGE BY FIRE on the most favorable terms.
JACOB BROUWER, President.
Livingston Satterlee, Secretary.

PUBLIC NOTICES.

City of New-York, Department of Finance,
Comptroller's Office.
CORPORATION PROPERTY TO BE LEASED AT PUBLIC AUCTION.—The cellars connected with the several public Markets of the City, and also sundry lots, tenements, and buildings, belonging to the City, will be leased at public auction, at the City Hall, on THURSDAY, March 3, 1859, at 1 o'clock P. M., for the term of five years from the 1st day of May next.
Catalogues of the property to be leased, with the terms and conditions of sale, can be had at the Comptroller's Office.
By order of the Commissioners of the Sinking Fund.
ROBERT T. HAWS, Comptroller.
Feb. 1, 1859.

CORPORATION NOTICE—THE COMMITTEE on Wharves, Piers and Slips of the Board of Aldermen will meet at room No. 8, City Hall, on FRIDAY, 19th inst., at 3 o'clock P. M. All persons having business before the Committee will attend at the above mentioned time and place, without further notice.
THOS. W. ADAMS, F. I. A. BOOLE, HENRY SMITH, Committee on Wharves, Piers and Slips.

NOTICE OF AN APPLICATION FOR THE discharge of an insolvent from his debts, pursuant to the provisions of the third article, fifth chapter, title first, of the second part of the Revised Statutes. DANIEL SPENCER, of the city of Albany, insolvent, individually and as one of the firm of CARMICHAEL & SPENCER. Notice first published Feb. 10, 1859. Creditors to appear before the Hon. IRA HARRIS, Justice of the Supreme Court, at his chambers, in the city of Albany, on the 26th day of April, 1859, at nine o'clock in the forenoon.
WEED KINGSLEY, Att'y. for Insolvent,
10f-1aw10wF Albany, N. Y.

COPARTNERSHIP NOTICES.

DISSOLUTION.
The copartnership heretofore existing between the subscribers under the firm of MERRILL, FITCH & ALLIN, is by mutual consent this day dissolved. The new firm as under will attend to the settling of the business.
(Signed,) WM. H. MERRILL,
DENNIS M. FITCH.
GEORGE ALLIN.
New-York, Feb. 15, 1859.

COPARTNERSHIP.
The subscribers have formed a copartnership under the name and firm of PECKHAM, MERRILL, FITCH & CO., for the purpose of manufacturing and dealing in Jewelry, and will continue the business at No. 17 John-st., and attend to the settling of the business of the former firm.
(Signed,)
ALFRED G. PECKHAM, WILLIAM H. MERRILL,
DENNIS M. FITCH, GEORGE ALLIN.
New-York, Feb. 15, 1859.

DISSOLUTION OF COPARTNERSHIP.—The copartnership heretofore existing between JOHN EDGE and SAMUEL R. ADAMS in the City of New-York, under the firm name of EDGE & ADAMS, has been dissolved by mutual consent. SAMUEL R. ADAMS.
New-York, Dec. 9, 1858.

PROPOSALS.

SEALED PROPOSALS WILL BE RECEIVED by the undersigned School Officers of the IVth Ward, at the Office of the Clerk of the Board of Education, corner of Grand and Elm sts., until Tuesday, Feb. 22, 1859, at 12 o'clock noon, for doing the mason work, carpenter work and painting necessary for the erection and completion of a new School House on the lots Nos. 71, 73 and 75 Oliver-st., in said Ward, according to plans and specifications on file, and to be seen at the office of the Superintendent of School Buildings, No. 94 Crosby-st. Proposals must state the estimate for each branch of the work separately, and be indorsed "Proposals for mason work," "Proposals for carpenter work," and "Proposals for painting." Two responsible and approved sureties will be required from each contractor.
The School Officers of the Ward reserve the right to reject any or all of the proposals offered if deemed for the public interests to do so.
C. J. DOUGHERTY,
E. J. KELLY,
ANDREW CUSACK,
JOHN SHEA,
G. H. CASSERLY.

FURNITURE.

ENAMELED CHAMBER FURNITURE, in all colors, of superior and warranted manufacture, finished in landscape, fresco fruit and flowers, at H. F. FARRINGTON'S, No. 368 Canal-st., opposite Wooster. Established 1848.

COTTAGE ENAMELED FURNITURE, (IN all styles and colors.) Suites from $25 and upwards, wardrobes, mattresses, &c., at the old-established manufactory, No. 634 Broadway. Parties should purchase now from a large and well-seasoned stock, or leave orders for Spring delivery. Goods carefully packed for the country.

FURNITURE FOR SALE.—A GENTLEMAN going to Europe wishes to dispose of his furniture at private sale; the same is partly new and of the best make. For further particulars, apply at No. 49 Exchange-place, up stairs, Room No. 7.

ENAMELED CHAMBER SUITES OF FURNITURE, in all colors and styles, wholesale or retail.
At prices from $25 and upwards.
WARREN WARD, No. 207 Canal-st., (old No. 63,)
Four doors east of Broadway, New-York.

FOR SALE.

LARGE SALE OF VALUABLE PROPERTY AT AUCTION.—We would call attention to the sale of valuable property, to be made by E. H. LUDLOW & CO., THIS DAY, (Friday,) at 12 o'clock, at the Merchants' Exchange, consisting of:

WALL-STREET—No. 4. valuable property near Broadway.

33D-STREET—3 valuable houses and lots near 8th-av.

35TH STREET—One lot, north side near Lexington-av.

33D-STREET—Valuable house and lot near 3d-av.

STANTON-STREET—No. 96, (leasehold,) good house.

58TH-STREET—Valuable front of 270 feet, near 1st-av.

115TH-STREET—4 valuable lots near 2d-av.

116TH-STREET—4 valuable lots near 4th-av.

4TH-AVENUE AND 129TH-STREET—Extra large lot, northwest corner.

121ST-STREET—4 valuable lots near 4th-av.

127TH-STREET—5 valuable lots near 6th-av.

ALSO—At Clifton, Staten Island, 4 valuable lots, beautifully located.

Full particulars, maps, &c., at the auctioneer's office, No. 14 Pine-st.

FOR SALE—THE FIRST-CLASS DWELLING house No. 58 St. Mark's-place, replete with every convenience and in perfect order; house 25 feet front by nearly 60 feet deep; lot 25x98 feet; the house is beautifully papered throughout, and parlors frescoed by one of the best artists in the City: gymnasium in the attic. Price $15,000, including all the carpets, oil-cloths and gas-fixtures. Terms to accommodate. Apply to HOMER MORGAN, No. 3 Pine-st.

THE UNDERSIGNED, EXECUTOR, &c., of JOHN FISHER, deceased, will sell at public auction, at the dwelling-house lately occupied by said deceased in White Plains, Westchester County, on WEDNESDAY, March 3, 1859, at 12 o'clock at noon, the farm of the said deceased in the said town of White Plains.

This farm is on the main street leading through the village of White Plains, about one mile from the Railroad Dépôt; contains about 93 acres of land in excellent order, well stocked with fruits of the various kinds. The dwelling-house is large and commodious, the barns and out-buildings are new and convenient. The farm is desirable either as a farm or as a country residence, and is capable of being divided in four parcels, giving a frontage on the main street of upwards of 400 feet to each parcel.

Two-thirds of the purchase money can remain on the premises for a term of years, at 6 per cent. per annum. For further particulars apply to Dr. JARED LINSLY, No. 23 Lafayette-place; WM. E. ROSS, Esq., No. 33 Wall-st.; S. E. LYON, Esq., No. 41 Wall-st., New-York; or to the subscriber at White Plains.

J. W. MILLS, White Plains.

FOR SALE OR TO LET—ONE HOUSE AND lot No. 69 West 22d-st., near 6th-av.

Six houses and lots in 39th-st., between 2d and 3d avs.

One brown stone house, 227 Union-st., South Brooklyn.

These houses have all the modern improvements.

Lease of store No. 12 Spruce-st., New-York.

One lot on 9th-av., near Central Park.

Nine lots on 124th and 135th sts., near 5th-av.

One house and lot No. 40 South 7th-st., Williamsburg.

Apply to JOSEPH H. ASH, or ASH & NICHOLLS, No. 183 William-st., corner of Spruce.

FOR SALE—FOUR LOTS OF GROUND, EACH 25 x100, on 121st st., between 3d and 4th avs.

Four lots of ground, each 25x100, on 116th-st., between 4th and 5th avs.

Four lots of ground, each 25x100, on 115th-st., between 2d and 3d avs.

One gore corner, 4th-av. and 120th-st. 51x145.

Four lots, each 25x140, on Clifton-av., Staten Island.

Three houses on 33d-st., between 7th and 8th avs., 3-story brick fronts, 30 feet front. Apply to

A. R. BRANDON, No. 105 Wall-st.

FOR SALE, TO LET, OR EXCHANGE, IN Brooklyn, building No. 103 East Warren-st., (title perfect,) suitable for manufacturing shop, storage, machinery or any heavy work; new and substantial walls, three story, 25 by 42 feet, brick building, finished with one large room, covering the entire of each floor; lot 25 by 100 feet; about three-quarters of a mile from Atlantic-av. Ferry, and 3 to 5 minutes' walk from Court-st. City Railroad cars, either by Fulton or Hamilton-av. Ferries. Apply to J. DAVENPORT, corner Fulton-av. and Oxford-st., Brooklyn.

FOR SALE—SEVERAL HOUSES ON SECOND-av., between 34th and 35th sts., west side, Nos. 563, 565, and 569; price $7,000; also, Nos. 495 and 485; price, $6,000. All of the above are new, four stories high, with under cellar; terms easy. Also, No. 138 East 32d-st., 3-story and brown-stone basement, all modern improvements; price, $7,000; also, one in 31st-st., 3-story, high stoop, first-class; price, $7,000. Also, a farm in Orange County, 125 acres in a high state of cultivation. Inquire of WM. FETTRETCH, 138 East 32d-st., between 2d and 3d avs.

FOR SALE—A FIRST-CLASS HOUSE ON COLUMbia-st., Brooklyn Heights, overlooking the bay. It contains 20 rooms, was built by the present owner in the most complete manner for his own occupation, and it presents a rare opportunity to one who wishes to purchase an elegant residence in a location unsurpassed in beauty or convenience. Possession given at any time before 1st of May. For particulars and cards to view the premises, apply to HOMER MORGAN, No. 3 Metropolitan Bank, Pine-st.

FOR SALE, LEASE OR EXCHANGE FOR vessel property, a stone building at Hunter's Point, Long Island, 50x100 feet, suitable for a manufactory or foundry. A steam engine of 60-horse power in good order in the building, and 40 lots attached, with water front. Possession immediately. Apply to HOWES & CO., No. 88 Pearl-st.

WANTED—TO EXCHANGE FOR A COUNTRY seat on the North River, not above Peekskill, a fine first-class house on Murray Hill, (36th-st., near 5th-av.,) together with 10 acres of timber land on Long Island, two miles from Astoria and 2½ miles from Greenpoint Ferry. For particulars, apply to W. L. SEYMOUR, No. 19 Nassau st., room No. 5.

FOR SALE—THE LEASEHOLD OF THE THREE-story brick-front house No. 7 Varick-st., on the west side, between Franklin and North Moore sts. The lease has thirteen years to run from May next. Ground rent at $300 and the taxes. Lot 20 feet wide by 65 feet deep. For further particulars, inquire of PHILIP R. WILKINS, No. 6 Pine st.

FOR SALE.—THE THREE-STORY AND BASEment brick house and lot No. 57 West 28th-st., a few doors from the 6th-av. The house has the modern improvements, and is pleasantly situated on the north side of the street, with court-yard in front. Part of the money can remain on mortgage. For particulars, inquire on the premises.

FOR SALE—TWENTY-TWO DESIRABLE LOTS on New-York-av., Brooklyn, between Wyckoff and Warren sts., adjoining the residences of A. F. Hatfield and George D. Arthur, Esqs.; will be sold on favorable terms in one parcel or divided, as may be required by purchasers who intend to build. Apply to

JAMES D. FISH, No. 105 South-st.

THROG'S NECK PROPERTY FOR SALE.—120 acres of land beautifully situated on Long Island Sound, and only 13 miles from the City Hall. It is capable of being divided into two or three places, all having large water fronts and fine views; will be sold cheap and on liberal terms, or exchanged for City property. Apply to O. C. FERRIS, No. 20 John-st.

FOR SALE ON LONG ISLAND.—A FARM OF 65 acres in a good state of cultivation, well watered, fences and buildings in good repair, within half a mile from railroad dépôt, at Syosset, 26 miles from New-York City. For information, inquire of JAMES V. DURYEA, on the premises, or of JAMES L. WOOD, 21 Rose-st., New-York.

FOR SALE—A GENTEEL THREE-STORY HOUSE, with the lot, pleasantly located. The house contains all the modern conveniences, and has been painted and papered throughout. Can be seen from 10 to 2 o'clock, Price $11,000. Apply at No. 136 East 13th-st., between 2d and 3d avs.

FOR SALE—NO. 118 EAST EIGHTEENTH-st., near Irving-place, the very neat, modern three-story brick house, with high stoop, marble mantles, Croton water, bath, gas, speaking tubes and dumb-waiter. For further particulars and cards of admission, apply to HOMER MORGAN, No. 3 Pine-st.

FOR SALE—THE FIRST-CLASS, FOUR-STORY house No. 67 Madison-av., between 27th and 28th sts.; size, 25x58; lot, 25x100. The property is first-class in every respect, and the location one of the best in the City. Can be seen from 10 to 12, and 3 to 6 o'clock. Apply on the premises.

FOR SALE—ON EASY TERMS, OR TO LET, the house No. 592 2d-av.; is 20 feet front, newly finished, with all the modern improvements, marble stoop, trimmings, &c., will be sold at a decided bargain, and but a few hundred dollars cash required. Apply at No. 344 3d-av.

NO. 34 PIKE-ST. FOR SALE.—THIS IS A first class house, three stories, basement and undercellar. The house is 27 feet front, and has all the modern improvements. Will be sold low, and terms easy. Apply to PRESTON SHELDON, No. 47 Pike-st., or No. 92 Market-slip.

FOR SALE ON A LEASED LOT—THE three-story high basement brick house, No. 118 1st-st., with tea room in the rear; hot and cold water, baths, gas, &c. Lot is 26x105 feet. Four years of the present lease is yet unexpired, and has two renewals of 21 years each. Terms easy. Apply on the premises.

FOR SALE—AN ELEGANT HOUSE AND LOT No. 150 West 39th-st., between 7th and 8th avs.; house has all modern improvements, painted and grained throughout, hall tiled and frescoed, and all in perfect order. Also, house No. 215 Clinton st. Terms easy. Apply to WILLIAM H. JACKSON, No. 891 Broadway.

CHICAGO.—A VALUABLE PROPERTY ON EMpire-slip and South Branch, 2,000 feet water front, occupied for lumber yards, &c., with tracks connecting with the railroads leading out of the city. For sale by A. J. BLEECKER, SON & CO., No. 7 Broad-st., New-York.

$600 CASH FOR A TWO-STORY HOUSE with store attached, suitable for a grocer or butcher; $900 can remain on bond and mortgage; within five minutes' walk of the ferry; lot 25x100 feet; grape vines, &c. Apply on the premises of C. MONTROSS, Java-st., 5th lot east of Union-av., Green Point, L. I.

FOR SALE—IN A BEAUTIFUL LOCATION ON Murray Hill, a three-story, high-basement and cellar brown-stone front house, with all modern improvements; cheap and on easy terms. Inquire on the premises, situated on Lexington-av., near 38th-st.

FOR SALE OR EXCHANGE—FIVE HOUSES and Lots, northwest corner of North 8th and 1st-st., Brooklyn, Eastern District. Vacant lots stock, bonds, &c., taken in exchange. Inquire of J. W. DURYEE, No. 258 Cherry-st.

CENTRAL PARK LOTS, NEAR FIFTH-AVENUE.—5 on 99th-st.; 7 on 101st-st. Also, dwelling house No 135 West 36th-st. for sale, low, on terms to suit. Apply to RAY BROTHERS, hardware merchants, No. 8 Dey-st.

NOTICE TO CAPITALISTS.—FOR SALE—Several first-class houses, in good locations; will be sold cheap for cash. Also one country residence. Apply to JAS. M. COBURN, No. 122 West 34th-st., or to ROBT. H. COBURN, No. 164 West 26th-st.

EDWARD TIMPSON, HOUSE AND REAL Estate Agent, No. 185 West 48th-st., west of 8th-av. Particular attention paid to the renting of houses and collection of rents. Refers to the Hon. Judge Henry E. Davies, Supreme Court; J. & H. Jones & Co., Nos. 38 and 40 White-st.; John Whittaker, Esq., No. 17 Centre-st.; James Flanagan, Esq., Cedar and Nassau sts.; J. Mansfield Davies, No. 66 Wall-st.

ROOFING AND REPAIRING.—OLD SHINgle roofs recovered with the celebrated Patent Metallic and Vulcanized Roofing Material; it is as durable for the above purpose as tin or iron roofing and at much less expense. Old tin, iron, and all other roofing repaired, coated, and warranted water-tight; expense small. Apply verbally or by letter, from any part of the country, at the manufactory, No. 177 Prince-st., New-York.

GEO. F. WIEGAND.

FOR SALE.

FOR SALE, IN NEWARK, N. J., A VERY large, pleasant and convenient, three-story, double, brick dwelling, situated at the corner of Chestnut and Orchard sts., facing on Chestnut, containing nineteen well-finished rooms, as follows: On ground floor, a large parlor, tea-room, dining and kitchen, with one in basement, and a fine, airy, cement cellar; on second floor, four bedrooms and two hall rooms; on third floor, eight nicely-finished rooms. Marble mantels on first and second floors, and gas and water fixtures throughout the house. The house is 35x40 feet, and one of the most desirable locations in the City, being near the South Park, and convenient to the Chestnut-st. dépôt. For further particulars, apply at the house any day from 9 to 5 o'clock P. M.

FOR SALE—THE TWO-STORY AND ATTIC, high-stoop, basement and sub-cellar brick house, No 50 Henry-st. The house is 25 feet 6 inches front and 42 feet deep, and lot 25 feet 6 inches front and 100 feet deep. The house is in complete order. Will be sold cheap and on reasonable terms. Price $8,500.

Also, the three-story brick house and extension, No. 652 Water-st. Size of house 25x25, with extension, of lot 25x90. Will also be sold cheap and on most reasonable terms. Price $3,500. Apply at No. 197 Water st., opposite United States Hotel, New-York.

CHATHAM SQUARE PROPERTY FOR SALE OR LEASE.—No. 167 Chatham-st., corner of James-st., and the adjoining Nos. 1 and 3 James-st. This property may be purchased either together or separately, or would be improved with good buildings, as one, two or three stores for responsible occupants. Terms of sale favorable. Also, for sale and partial exchange, a substantial, well arranged house in Brooklyn; large portion may remain; and snug country place—price, about $3,000 wanted for balance. CHAS. CARTER, care O. G. CARTER, Office New-York Mutual Insurance.

FOR SALE OR TO LET, OR EXCHANGE for City property, in Bloomfield, N. J., five minutes' walk from railroad dépôt, ten acres fronting the centre public common, in rear, on Morris Canal, a new commodious house, surrounded by deep tin-roofed piazza, gas house of concrete, barn, outhouses, &c. Also, two tenant houses; also, building lots fronting on common, $250 each. Above property will be sold at a low figure, and five-sixth remain on bond and mortgage. Immediate possession. Apply in Bloomfield to R. L. COOKE, in New-York to A. K. FOSTER, No. 111 Wall-st.

FOR SALE—A VERY DESIRABLE FIRST-CLASS house and lot, in 32d-st., near 5th-av. House 25x60, four stories, brown stone, built in best manner, with all modern improvements. Lot, 25x99; has been occupied but little over a year, and sold as the advertiser intends moving into the country, and offers a rare chance for a person wishing a house in the best part of the City. The carpets and mirrors will be sold with the house, if desired. For particulars, and in order to examine the house, address Box No. 1,796 Post-Office.

SALE IN EAST BROADWAY.—THE THREE-story and attic house and lease of lot, No. 197 East Broadway, fourth house above Jefferson-st., south side; lot 24x81⅓, and house 24x46; is in first-rate order, with the modern improvements, and situated on one of the best blocks in East Broadway. The lease of the lot has 19 years unexpired at $200 ground rent. Price moderate. Can be seen at any time. Apply to

B. RAYNOR, No. 118 William-st.

FOR SALE—UNTIL THE 1ST OF MARCH, WILL not be in market after that date—the brown-stone front house, and lot, No. 30 East 19th-st., between Broadway and 4th-av., first high stoop east of Broadway; lot 92 feet deep, house 22 feet by 60, new and replete with all the modern improvements. The above will be sold at a bargain, and on easy terms. Apply to HOMER MORGAN, No. 3 Metropolitan Bank Building, Pine-st.

FOR SALE IN BROOKLYN—A VERY DEsirable double cottage house, with six lots of land finely located on Pacific-st., Bedford. The house is 40 feet front, two story, with an extension, well finished with gas and other improvements. Has fine garden, stable, &c. A choice and improving neighborhood. Third house west of New-York-av. Inquire on premises, or of MILES & BETTS, No. 11 Pine-st.

FOR SALE—A VERY ELEGANT THREE-STORY English basement brick dwelling on Carlton av., Brooklyn—$7,500; also, a frame cottage, with two lots of ground—$4,700; also, several superb stone-front dwellings in West 29th, 38th and 39th sts. Terms to suit purchasers. Apply to C. E. ADAMS, Real Estate Agent, No. 6 Wall-st., between 11 and 2 o'clock.

FOR SALE—A GREAT BARGAIN IN BROOKLYN PROPERTY.—Three good, plain brick houses, with deep lots, very convenient and in good order, containing seven rooms, besides basement, in South Brooklyn, near Flatbush-av. Title perfect and terms easy. Price $1,750. Will rent for $200 and $250 per annum. Apply to J. F. FRANKLIN, No 7 Wall-st.

FOR SALE OR EXCHANGE—TWO HOUSES, nearly new, on one lot, (front and rear,) now occupied by good tenants, and renting for about $1,200 per year; good location; 75 per cent. of the purchase money can remain; would exchange for a small house and land in Westchester County. Address, stating particulars, JOHN DOOLEY, Box No. 104 *Times* Office.

FOR SALE—OR TO LET OR EXCHANGE FOR City property, 20 acres of superior garden land, or most desirable for maping or ploting out, to be found in the suburbs of the City, situated 1¾ miles from Peck-slip Ferry, on Flushing-av., between Metropolitan and Maspeth avs., East Williamsburg. For particulars inquire of E. J. HAYS, No. 53 Broadway, up stairs.

FOR SALE—THE LARGE FIRST-CLASS FOUR-story house, No. 52 10th-st., near 5th-av., 28 feet 6 inches by 73 feet, lot 102 feet deep; was built for the owner's use and has all the modern improvements; brick partition wall from foundation to roof. A large sum may remain on bond and mortgage. Apply to M. C. MORGAN, at Winslow, Lanier & Co.'s, No. 52 Wall-st.

FOR SALE—THE SUBSTANTIAL BUILT HOUSE brown-stone front, in 34th-st., between 2d and 3d avs., 50 feet deep, three-story and basement, high stoop, and will be sold cheap for cash; also, one in 53d-st., 240 feet east of 3d-av., on the south side; price $5,400; terms to suit. Apply to JOHN FETTRETCH, Real Estate Agent, No. 431 3d-av., near 31st-st.

FOR SALE OR TO LET—NO. 201 MONROE-ST., in the VIIth Ward, a very convenient three-story house, with basement and sub cellar, gas, Croton water, bath-room, with hot and cold water. For sale low, or if rented to only one family. Apply to

PRESTON SHELDON,
No. 92 Market-slip.

FOR SALE OR EXCHANGE—FOR VACANT lots in New-York City—several brown-stone houses located in 20th-st., between the 1st and 2d avs. The houses contain all the modern improvements. Also, 30 lots in South Brooklyn, will be exchanged for improved property or vacant lots. Apply to THOS. MACFARLAN & SONS, No. 180 10th-st., near 3d-av.

FOR SALE—A MODERN THREE-STORY AND high basement house in 27th-st., between 6th and 7th avs., in perfect order. Also, 4 lots on 118th-st., between 4th and 5th avs, and one lot on between 110th and 111th sts.

SAMUEL EDDY, No. 51 Liberty-st.

FOR SALE OR TO LET—A LARGE MANUfacturing building, with a strong light on all sides, nearly 50x100 feet, five stories high. With it is connected a twenty-five-horse engine, tubular boiler and shafting, No. 67 Crosby-st., from the first of May next. Address, by note, J. B. CORLIES, No. 22 West 26th-st.

FOR SALE OR EXCHANGE—A GOOD FARM, containing about 160 acres of land, a good water power with a saw-mill in running order, two dwelling houses, barns, and all necessary out-buildings, all in good order, situated in Monmouth County, N., J., 7 miles from Keyport. Inquire of J. D. STRONG, at the Barker Mills, No. 206 Fulton st., New-York.

FOR SALE ON BROOKLYN HEIGHTS.—The 3-story brick house No. 8 Willow-st., near Middagh, and within two minutes' walk of Fulton Ferry; has gas, range, &c., and has recently been papered and painted throughout in a superior manner. Inquire of JAMES CONNER & SONS, No. 29 Beekman-st.

FOR SALE—THE THREE-STORY AND BASEment frame house No. 52 Powers-st., Brooklyn, (third door from Atlantic,) finished in good style, gas fixtures, &c. Price, $3,500. Part can remain on bond and mortgage. Apply on the premises, or to C. PAULSON, No. 67 Liberty-st., New-York.

FOR SALE.—A FIRST-CLASS BROWN-STONE front house, 25x60, four stories high, with basement and under-cellar; built in the best manner with all the modern improvements; situate No. 173 Madison-av. Inquire of J. W. FIELDER, on the premises, or No. 72 East 26th-st.

FOR SALE—TWO THREE-STORY HIGH-STOOP basement houses, situated on the north side of West 50th-st., near 8th-av., complete with all the modern improvements. Inquire of EDWARD TIMPSON, No. 185 West 48th-st., near 8th-av.

FOR SALE—A TWO-STORY AND ATTIC HOUSE with stables, and 4 lots of ground laid out in garden, in Franklin-av., near Myrtle, Brooklyn, or will be rented to a good tenant. Price $7,500. Apply to HOMER MORGAN, No. 3 Metropolitan Bank Building, Pine-st.

FOR SALE—THE THREE-STORY BRICK DWELLing-house No. 113 7th-st., pleasantly situated, with modern improvements, good yard, grape vines, &c. Price $7,000; half can remain on mortgage. Apply on the premises.

FOR SALE—THE TWO-STORY AND ATTIC frame house No. 132 Vanderbilt-av., Brooklyn. Lot full, house large and well built, (filled in with brick,) dining-room extension. Apply on the premises, or to GEO. HUSSEY, No. 50 William-st., (basement.)

FOR SALE—FIVE NEW FIRST-CLASS THREE and four story, high stoop, brown-stone front houses, well located, corner 2d-av. and 18th-st.; all modern improvements. Apply on the premises, or corner 18th-st. and Avenue B.

FOR SALE.—A SMALL THREE-STORY DWELLing, nearly new, complete, with all modern improvements; No. 161 East 19th-st., near 2d-av. Terms easy. Apply betwene 12 and 4 o'clock. No bill on the house.

FOR SALE—A VERY DESIRABLE HOUSE AND lot, No. 32 3d-st., near the 2d-av. The house is 3 story, and well fitted up, with all the modern improvements. Inquire of THOS. L. BROOKS, No. 293 Bowery.

FRUIT FARM FOR SALE—27½ ACRES, abundance of fruit and berries, 1½ miles from dépôt, and 28 miles from New-York. $2,400. Also, other fruit and dairy farms of all sizes. C. H. OLIVER, 51 Liberty-st.

FOR SALE—THE FIRST-CLASS MARBLE-FRONT dwelling house No. 75 1st-place, Brooklyn. 70 per cent of the purchase money may remain on bond and mortgage. Inquire of W. H. WARING, 21 William-st.

FOR SALE—THE THREE-STORY BRICK HOUSE No. 34 King-st., containing all the modern improvements. Lot 25 by 100. For further particulars inquire on the premises.

FOR SALE—A DECIDED BARGAIN—THE FINE brown-stone house on 28th-st., near 9th-av., with all the modern improvements complete. Terms to suit. Apply to J. F. WILLIAMS, No. 442 8th-av., or 13 Wall st.

FARMS WANTED.

WANTED—A FARM OF NOT LESS THAN FIVE acres, on the North River, to be well stocked with fruit trees. The buildings not so much an object as good land and fine gardens. Apply to W. L. SEYMOUR, No. 19 Nassau-st., Room No. 5.

WANTED—A SMALL FARM OF ABOUT 10 ACRES, with a nice house (double preferred) about 40 feet square, in exchange for a house on Murray-hill, clear of incumbrance. Apply to W. L. SEYMOUR, No. 19 Nassau-st., room No. 5.

WANTED—ON THE SOUND ABOUT 20 ACRES of good land, with or without a house; it must be well situated, and having a hard beach. Apply to W. L. SEYMOUR, No. 19 Nassau st., Room No. 5.

WANTED—A FARM TO WORK ON SHARES, within 50 miles of the City. Address W. A., for two days, Box No. 134 *Times* Office.

COUNTRY RESIDENCES.

TO LEASE—THE COUNTRY SEAT OF THE LATE Samuel T. Carey, in East Chester, 15 miles from the City Hall, and about one mile from the Railroad Station of the Harlem, at Hunt's Bridge, or New-Haven at Mount Vernon. There are 70 to 80 acres of fine land, principally in meadow, large flower garden, well stocked with a great variety of choice plants and shrubbery, conservatory and forcing-house; also, vegetable garden, good house, barns and stables, and new farm-house, excellent water, &c. The grounds are in perfect order on the whole place. The premises adjoin William Seaton's, Esq., perfectly healthy, on high ground, and have a view of the Sound. Will be leased for a term of years to a good tenant, at a moderate rent. If desired, possession will be given immediately. Apply to PETER NAYLOR, No. 76 Broad-st.

FOR SALE OR EXCHANGE.—THE ADVERtiser offers for sale or exchange, his residence, situated in the village of Yonkers. Its location is not excelled by any in the place, being within ten minutes' walk of either dépôt, and the view of the river unsurpassed. The house is 40x40, built in the Italian style, two-story extension, and is supplied with hot-air furnace, bath room, hot and cold water, gas, &c. The other improvements consist of carriage house, stable, poultry house, double green-house (well filled with choice plants,) and summer house. The grounds are well stocked with choice shrubbery and fruit, and are in perfect order. For further particulars, apply to W. H. ARTHUR, No. 39 Nassau-st., and No. 56 Liberty-st.

FARM AND RESIDENCE FOR SALE—AT Whitneyville, 3 miles from the Railroad dépôt at New-Haven, Conn., on the turnpike road to Hartford, consisting of 66 acres of land. The buildings consist of a well-built gothic stuccoed mansion, a cottage, or farm-house, barn, sheds, carriage-house, ice-house and buildings for pigs and poultry, and are all large and substantial. The land it is supposed cannot be excelled in the county. It is all fit for and well adapted to gardening purposes. It is well situated so as to be divided and the owner will sell the whole or 32 acres, or 52 acres, with the farm-house and farm buildings, retaining the mansion and the remainder of the land. For terms of sale inquire of W. V. AV. RAPALYE, No. 18 West 14th-st., between the hours of 7 and 10 A. M. and 5 and 8 P. M.

FOR SALE—IN RYE, WESTCHESTER COUNTY, New-York, 27 miles from New-York, 1½ miles from Rye Dépôt, a small place pleasantly located, and 8 acres of good land, half in meadow; good house, 8 rooms and kitchen, a new barn, good well of water, a never-failing spring of soft water, good garden of the choicest kinds of small fruit, dwarf pears, choicest kinds of grapes, small, cold grapery, choice variety of apples, pears, peaches, plums, cherries, and plenty of shrubbery; the land adjoins the salt water, half mile of Rye Beach; three churches a mile distant; good neighborhood; furniture and movables with or without the place. Cheap and easy terms. Inquire on the premises, or of A. B. & S. DAVIS, No. 192 and 194 Cherry-st.

CAPT. N. HUBBARD.

FOR SALE OR EXCHANGE FOR NEW-YORK or Brooklyn City property, a beautiful country residence at Westport, Conn., within two hours' ride of this City by the New-York and New-Haven Railroad; house two-story front and three rear, surrounded by a wide piazza, and containing a fine well of water in the basement; a barn, &c., &c.; five acres of land beautifully laid out, and watered by a stream flowing through, containing a living spring; fruit of every variety, with evergreen and other shade trees, shrubbery, &c. The place is famed for its healthfulness and for its exemption from mosquitoes, flies, &c. For further particulars, inquire of JOSEPH JAUNCEY, No. 110 Pearl-st., or JAS. E. GRAY, No. 43 7th-st.

A VALUABLE COUNTRY RESIDENCE FOR SALE—With 16 acres of highly improved land, beautifully situated on the banks of the East River, within one hour of the City of New-York and a half mile from the Dépôt of the N. Y. & N. Haven Railroad. On the premises are a large modern built mansion with wing attached, barn, carriage-house, ice-house, boat house and other out-buildings all in perfect order. The grounds are handsomely laid out with fruit and ornamental trees. There is also a large garden with a great variety of small fruit. For further particulars, inquire of P. R. WILKINS, No. 6 Pine-st., or of A. L. DE CAMP, No. 212 Front-st., where a lithographic view of the premises may be seen.

ELEGANT COUNTRY SEAT TO LET—Furnished, at Bay Ridge, L. I., 30 minutes from Hamilton av. ferry, probably the most elegant place on the Long Island shore in the vicinity of the Narrows; large and costly mansion, about 50x60, elegantly furnished, with all the modern improvements; hot and cold water throughout the house; grounds of about 25 acres, elegantly laid out by Downing; trees, shrubs, &c.; all kinds of fruit in abundance; large and commodious stable, kitchen, garden, coach-house, cow-house, hennery, &c. For further particulars, inquire of HOMER MORGAN, No. 3 Metropolitan Bank Building, Pine st.

FOR SALE—A TWO-STORY AND ATTIC DWELLing house, in good condition, (30 feet square,) containing 12 rooms, with wing (16 feet square) attached, with half-acre of ground under high cultivation, with fruit-trees, &c., situated on the Boston road in the village of Morrisania, between 6th and 7th sts., about ten minutes' walk from Harlem Railroad dépôt. Stages constantly passing the door. Apply to L. RUSHFORTH, on the premises, or to JACOB BROUWER, No. 56 Wall-st., New-York.

Also, two lots, 25 by 100 feet each, on the west side of 11th-av., between 79th and 80th sts., New-York.

FOR SALE—A SELECT COUNTRY RESIDENCE of about two acres of ground, beautifully situated on the banks of the Hudson River, one hour's ride from Chambers-st., by Hudson River Railroad, and a few minutes' walk from the Dépôt and steamboat landing, with a good house on it, and the necessary outbuildings, such as greenhouse, bath-house, stables, &c. The grounds are tastefully laid out, and stocked with the choicest fruit and ornamental trees, bushes, &c., and the place is kept in the best order. From $6,000 to $8,000 can remain on bond and mortgage. Apply to HOMER MORGAN, No. 3 Pine-st.

FOR SALE AT STAMFORD, CONN.—THE place formerly occupied by Dr. Samuel Lockwood, about ten minutes' ride from the dépôt, with 15 acres or more of good land, in a high state of cultivation, set out with large shade and ornamental trees of full growth, and fruit trees in full bearing, of the most choice kinds, cherries, pears, apples, peaches, &c; the garden is well stocked with small fruits; the house is airy and convenient, with hall through the centre; there are good out-buildings, barns, carriage-house, &c., &c. For terms, apply on the premises, or at No. 773 Broadway.

FOR SALE—AT ELIZABETH, N. J.—A NEW and well-finished dwelling-house, with 14 rooms besides the kitchen, and laundry, stable and carriage-house, with four acres of land highly improved, fruit, orchard, &c.; a well of excellent water; gas, &c. This property is situated three-quarters of a mile from the New-Jersey Railroad Dépôt, in a pleasant part of the city, and is in all respects a most desirable residence. For further particulars, apply to F. MORGAN, No. 11 Pine-st.; or to R. T. HAINES, No. 62 Murray-st.; or near the premises.

FORT WASHINGTON.—TO LET—A VERY pleasant residence at Fort Washington, near the dépôt, with unsurpassed views of the Hudson River; said place has about 32 acres of land, extending from the River to the Kingsbridge Road, with a large wooden dwelling-house, green-house, barn, lodge, ice-house well filled, &c., &c. The steamboat landing 8 minutes' drive, and a pleasant driving distance of from 30 to 45 minutes only to Madison-square. For further particulars apply to ANDREW WESTON, No. 9 Park-place.

COUNTRY SEAT TO RENT.—TO LET FOR the Summer, or for one or more years, the residence of J. T. Headley, situated on the banks of the Hudson, just below Newburg. The house is built in modern style by the late A. J. Downing, and has spring water above and below, bath room, &c., and will be let furnished. Attached to it are nearly 14 acres of ground. It commands one of the finest views on the river. Apply to WM. C. RUSSEL, No. 18 Pine-st., New-York, or J. J. MONELL, Newburg.

TO LET—IN SPRINGFIELD-STREET, VILLAGE of Melrose, on high ground, a house containing two parlors, dining-room, kitchen, with pantries on the first floor, 6 rooms with pantries on the second, large garret and cellar, good well and cistern, with nearly half an acre of ground, containing fruit trees, bushes, grape-vines in abundance, within a few minutes' walk of the Railroad Station, or Harlem steamboats, 2d or 3d-av. Railroads. Rent $300. Inquire on the premises.

FOR SALE—AT FAIRFIELD, CONN., THE BEAUtiful residence of Isaac Deforest, Esq., with two acres of land, in the centre of the village; fine garden, good barn, carriage-house, and an abundance of fruit and shade trees. The house is two-story, about 34 by 42, with wing 20 by 30, handsomely situated, in perfect order, and was built by the owner for his residence. Title perfect and terms easy. Apply to P. C. BULKLEY, No. 43 Wall-st., Jauncey Court.

TO LET OR LEASE—AT STAMFORD, CONN., a neat cottage, pleasantly situated on Clark's Hill, commanding a fine view of the Sound, and within 10 minutes walk of the Dépôt. The communications to and from New-York are almost hourly. The house is new, contains 9 rooms. Part of the furniture will be let with the house. For further particulars address HOUSE, Box No. 230, Stamford Post-office. Possession given on the 1st of April.

COUNTRY SEAT FOR $3.500.—A GOOD 2-story house, with 9 finished rooms, 18 acres of first-rate land under good cultivation; churches and schools convenient. Pleasantly situated, near New-Hamburg Station about 2½ hours by railroad from New-York. Terms easy. Inquire of HOUGHTON & BRO., No. 113 Walker-st., or of B. CLAPP, No. 19 Amity-place.

FOR SALE AT YONKERS, ON THE EAST Bank of the Hudson, a large first-class mansion, built in the best manner, having every modern convenience of gas, water, &c., together with ten acres of land. From this place there is a most beautiful and commanding view of the River and surrounding country. Apply to M. T. BOLMER, near the premises.

TO LET OR LEASE—AT WHITESTONE, NEAR Flushing, a handsome three-story frame house, with about 20 acres of fine land, covered with fine fruit; the house is large, having about 18 rooms, with water, bath-room, water-closets, &c. Can be obtained furnished, if necessary. For particulars, apply to W. L. SEYMOUR, No. 19 Nassau-st., room No. 5.

VILLA ON THE HUDSON FOR SALE, situated at the Park, Riversdale, 14 miles from Chambers-st. The house is large, and substantially built of brick, with water, gas, and every convenience. The grounds contain 6 acres, and are tastefully laid out in lawn, and surrounded on three sides with trees. Address O. C. FERRIS, No. 20 John st.

FOR SALE AT YONKERS—A COMMODIOUS two-story dwelling house with about two acres of land well stocked with fruit and shade trees. The house is desirably located, exempt from the noise of the village, and the view down the river unsurpassed. Apply to HENRY ANSTICE, adjoining the premises, or at No. 26 Nassau-street, New-York.

FOR SALE—AT ORANGE, N. J., A VERY DEsirable country residence, with 9 acres of land, beautifully located, convenient to the dépôt. The house is convenient, with 12 rooms; there is a good variety of fruit on the place. The whole or part of the land would be sold with the house. For terms, &c., apply to No. 141 Pearl-st., 2d floor.

TO LET—AT NEW-ROCHELLE A GOTHIC COTtage recently built, containing eleven rooms, kitchen, stable, &c., delightfully situated on Long Island. Good fishing, bathing, yachting &c., &c. Within one hour of the City by rail or steamboat. For particulars, address F. C. S., Box No. 433 Post Office.

FOR SALE AT PEEKSKILL—A HOUSE, with three acres of land, commanding a fine view of the village and river. The place is well stocked with fruit trees, shrubbery, garden fruits, &c. For particulars apply to P. FLAGLER, on the premises, or to F. P. FLAGLER, No. 220 Water-st., New-York.

FOR SALE OR TO LET—A RESIDENCE at Astoria, near the Ferry and steamboat landing. House 40x40, two-story attic and basement, with gas, furnace, &c., all in fine order. Lot 100x260. For particulars, apply to W. L. SEYMOUR, No. 19 Nassau-st., room No. 5.

FOR SALE OR TO LET—A HOUSE AND GARden, with stables, beautifully situated at Ravenswood, on the bank of the East River, with modern conveniences and easy access. Apply to J. V. H. LAWRENCE, No. 327 Broadway, New-York.

COUNTRY RESIDENCES.

TO LEASE—FOR A TERM OF YEARS—THE residence, delightfully situated on the west bank of the Hudson River, commanding a fine view of the river, railroad, and opposite scenery; is 1½ miles below West Point, near Cozzens' Hotel. The house, occupied by the subscriber, is nearly new, most admirably arranged for a country residence, provided with almost every convenience that can possibly be imagined, in perfect order, and substantially built, with more regard to comfort than ornament; contains 17 rooms, most of them large, and all well lighted and pleasant, besides numerous closets, pantries and store-rooms; there are also a cistern and well at the door, provided with substantial pumps, and a never-failing spring; a carriage-house and barn, with stabling for several horses, and rooms above; large ice-house, Summer wash-house, brick smoke-house, and hen-house, with yard. The grounds consist of about 2½ acres, well stocked with an endless variety of choice fruit trees in full bearing, grape vines, large strawberry and asparagus beds, raspberry, current and gooseberry bushes in abundance; a large vegetable garden, under the highest state of cultivation; also, a large part tastefully arranged with ornamental shrubbery. The premises can be left partially furnished; also the use of more land can be had if desired. For further particulars, apply to the subscriber, THOMAS WEBB, West Point; would refer also to Wm. B. Cozzens, West Point, and Major Irvin McDowell, No. 55 9th-st., New-York.

COUNTRY SEAT AT YONKERS.—A COMmodious house, good stable, with 2½ acres of land; forest and fruit trees abundant; grape arbor of 100 feet; the garden trenched; place in complete order; beautiful views of river and palisades; eight minutes from dépôt. Possession at any time. Two-thirds can remain on mortgage. Address R. S. COOK, No. 21 Bible House, Astor-place.

FOR SALE—AT ORANGE, N. J., A ONE-ACRE garden, Gothic house and barn, fruit and berries; or to let, at Yonkers, on the Hudson, one-acre garden, fruit, carriage-house, stable, &c. Also, No. 58 7th-st., (25 by 50, lot 100.) three-story brick house, basement and attic; and No. 108 Ryerson-st., near Myrtle-av., Brooklyn.

JOHN BRAINERD, No. 2 Pine-st.

COUNTRY PLACE WANTED—ON A LEASE for one or more years, about an hour's ride from the City, either in New-Jersey or on the North or East River. Any one having such a place, may hear of an unexceptionable tenant by addressing TENANT, Box No. 1,729 Post-Office, New-York.

TO LET.

TO LET—THE NEW, HANDSOME 15 FEET brown-stone English basement dwelling, No. 972 Broadway, between 25th and 26th sts.—a perfect gem of a cosy house, splendidly located, in the immediate vicinity of 5th-av., Madison-park, the Trinity Chapel and the Worth Monument, embracing all the modern improvements, with gas, chandeliers, brackets and fixings, and with four large mantel mirrors, complete; a regular hoist wheel, dumb waiter in full operation, goes from celiar to attic. Rent low. Inquire at No. 200 5th-av., of the owner, S. M. MEAD.

TO LEASE FOR A TERM OF FOUR YEARS—The upper part of the five-story white marble building No 555 Broadway; the second story is 200x25 feet in size; the third, fourth, and fifth are divided into a front and rear building, with an entrance both from Broadway and Mercer-st., and hoistways from top to bottom of the building. It has been occupied for the last six years by Samuel Waterbury's cabinet furniture warerooms. For further information, apply to WILLIAM TAYLOR, in the building, or to JOHN TAYLOR, No. 365 Broadway.

TO LET OR LEASE—A GOOD ENGLISH BASEment house, No. 28 East 41st-st., between Madison and 4th avs. The house is in good condition, with all the modern improvements; dumb waiter, speaking tubes, &c. Rent $500. Possession given in three days. Also, a small house to let cheap at Upper Morrisania. Also, a lot of ground for sale in 24th-st., between 5th and 6th avs. The lot is 20 feet front by one-half the block, No. 48. Inquire of B. F. GODSPEED, corner 19th-st. and 5th-av.

LOFTS TO LET—IN THE BROWN-STONE building southeast corner of Broadway and Liberty-st., the two upper stories, about 100 feet deep and 22 feet wide; admirably lighted on Broadway and by ten windows facing north on Liberty st. Private stair and hoistway. Very superior premises for lithographic or engraving business. Apply to H. C. CADY, No. 29 Wall-st., or GEORGE BUCKHAM, Room No. 49, Trinity Building, No. 111 Broadway.

TO LET—THE THREE-STORY ENGLISH-BASEment house No. 227 West 30th-st., between 8th and 9th avs., with carriage-house and stable. The house is replete with modern improvements. Also, the dwelling No. 233, suitable for a small, genteel family. Inquire of J. M. HOWE, No. 227 Grand-st., near Bowery, from 10 A. M. to 3 P. M. Also, an OFFICE, suitable for a Physician, No. 12 2d-st., near the Bowery.

TO LET—FROM THIS DATE OR MARCH 1, TO May 1, 1860, to a gentleman and his wife, the upper part of the three-story and basement brick house, with modern improvements, No. 45 West 44th-st., between 5th and 6th avs., consisting of second floor and one room on the third floor; rent $200 per annum and one-third of the gas. Can be seen from 11 to 3 o'clock, or apply at the *Observer* Office, No. 37 Park-row.

TO LET—THE FOUR-STORY HOUSE AND STORE No. 130 Chatham-st., together with a three-story building connected with the main building; the full depth of the lot 106 feet; the premises have been occupied as a looking-glass manufactory for many years. Also, the two-story house and store No. 7 Baxter-st., with a rear building, forming an L with the Chatham-st. lot. Inquire of THOMAS MILLER, No. 30 Cortlandt-st.

TO LET OR LEASE—THE THREE-STORY brick store and dwelling No. 28 Gold-st., near John; well lighted, in good order, and suitable for manufacturing jewelry, plated ware, and other fancy goods; rent moderate. Can be seen from 10 to 12 A. M. Inquire at No. 93 John-st., or of DAVID MAGIE, No. 88 Clinton-place.

TO LET—AT NOS. 733 AND 735 EIGHTH-AVENUE, and No. 253 9th-av., suites of rooms, consisting of parlor, dining-room, 3 bedrooms and kitchen, with gas and Croton-water. Rents from $12 to $15 per month. Inquire of EDWARD TIMPSON, No. 185 West 48th-st., near 8th-av., or of J. M. DAVIES, No. 66 Wall-st.

TO LET—A PRIVATE DWELLING HOUSE, NO. 17 St. Luke's-place, Leroy-st., brown-stone front, four stories high, with all the modern improvements; also a two and a half story house, No. 43 Morton-st., with gas, bath, &c. Apply to A. FREEMAN, Nos. 84 and 86 Fulton-st., Oak Hall.

TO LET—THE VERY SUPERIOR AND COMMOdious brown-stone house No. 50 13th-st., near 5th-av. It is replete with all the modern improvements, gas and water throughout. To a good tenant, a lease for a term of years would be given. Apply to WINSLOW, LANIER & CO., No. 52 Wall-st.

SCHOOL-ROOMS TO LET—IN THE BIBLE house, Astor-place, a suite of rooms well adapted for the purpose and occupied for the last six years by a first-class school. Offices to let in the same building, which are very desirable. Apply at the Treasurer's Office, in the Bible House, entrance on 4th-av.

STORES NOS. 50 AND 54 JOHN-STREET TO LET—With basement and cellar, each 70 feet deep by 16 feet wide. Lofts to let—the second and fourth floors of House No. 113 Nassau-st., each 100 feet by 25. Also, offices and shops on the third and fifth floors. Inquire of M. J. GILHOOLY, No. 78 Nassau-st.

TO LET—A HOUSE CONTAINING STORE, EIGHT rooms and attic, in the village of Morrisania, corner of Washington-av. and 7th st.; excellently located for either a grocer or baker; will be rented low to a good tenant. For particulars, inquire of JOHN GRESON, No. 215 Front-st., near Fulton Market.

TO LEASE—ON WARD'S ISLAND, ABOUT 11 acres fronting on Harlem River, very suitable for foundry or other mechanical business. Abundance of water for wharf purposes. Immediate possession, if required. Terms moderate. Apply to E. H. BROWN, No, 121 Nassau-st., from 1 to 3 P. M.

CHANCES FOR BUSINESS MEN.—TO LET, the store at Jamaica, L. I., now occupied by Phramer and Smith. The stand is one of the best in the village, and has always had its full share of trade. Apply to JAS. HERRIMAN, Jamaica, or J. A. HERRIMAN, No. 109 Wall-st., New-York, Port Warden's Office.

TO RENT—ROOMS WITH AND WITHOUT STEAM power, Nos. 131 and 133 Mercer-st.

E. V. HAUGHWOUT,
Corner of Broadway
and Broome-sts.

TO LET—IN THE "TIMES BUILDINGS," FOR A term of years, a splendid suite of offices fronting on the second story—the most eligible in the building. Rent, $2,000 per annum. Inquire of JOHN HECKER, No. 56 Rutgers-st.

TO LET—A CONVENIENT DWELLING HOUSE, with garden attached, situate on the Bloomingdale Road, between Manhattanville and Carmansville. Croton water in the house. Apply to

LAWRENCE & HORN, No. 67 Wall-st.

TO LET—THE STORE NO. 737 EIGHTH-AVENUE, suitable for a fancy store or crockery, dry goods store or tailor shop, or would be altered for a bakery. Inquire of EDWARD TIMPSON, No. 185 West 48th-st., near 8th-av., or J. M. DAVIES, No. 66 Wall-st.

TO RENT.—NO. 600 BROADWAY AND NO. 134 Crosby-st. The above building, 28 feet front by 200 feet deep, running through to Crosby-st., will be rented for five years at a cheap rent to a good tenant. Apply to E. V. HAUGHWOUT, corner Broadway and Broome-sts.

TO LET—AT LOW RENTS, TO SMALL AMERIcan families, floors through, consisting of five rooms, with bath, Croton water, &c., in the modern house in West 19th-st., between 7th and 8th avs. Apply at the office, No. 140 West 19th st., from 1 to 4 P. M.

TO LET—THE THREE-STORY BRICK DWELLING house, replete with all the modern improvements, No. 42 President-st., between Columbia and Van Brunt sts., Brooklyn, L. I. Apply to Arctic Fire Insurance Company, No. 29 Wall-st.

TO LET—THE BRICK BUILDING, STORE AND lofts, No. 41 Harrison-st. Superior location for provision or commission business. Apply to WHITE & VAN VLIET, at the malt house on the corner of Bethune and West sts.

TO LET—TO A SMALL FAMILY, THE SECOND story of house No. 448 Fourth-st., near Second-av., consisting of 2 parlors with folding doors and pantries, 2 bedrooms and back basement. Can be seen from 1 till 4 P. M.

SPLENDID BUILDINGS TO LEASE.—Splendid stores to lease; splendid lofts to lease; splendid houses for sale and to let. Wanted—Stores, lofts and houses, for the best of merchants.

N. C. BISHOP, No. 163 Broadway.

TO RENT.—COTTAGES AT PORT RICHMOND, Staten Island, near the landing, on reasonable terms. Apply to P. N. HAUGHWOUT, Esq., near the premises, or to

E. V. HAUGHWOUT,
Corner of Broadway and Broome-st.

TO LET—THE FIRST FLOOR AND BASEMENT of the new house No. 272 West 44th-st. Has marble mantels, ornamented cornices, &c. Possession can be had immediately. Inquire on the premises.

TO LET—AT MORRISTOWN, N. J., A THREE-story brick dwelling-house, fronting the Park. Possession given 1st of April. Apply to W. N. WOOD, Morristown, N. J.

TO LET—A HOUSE WITH ABOUT TEN LOTS OF ground situated on the south side of 57th-st., between 1st and 2d avs. Apply to D. & A. KINGSLAND & SUTTON, No. 55 Broad-st.

TO LET—SOME OF THE BEST OFFICES IN THE Park Bank Building; also, the 4-story house No. 68 St. Mark's place, 8th-st. Apply at the Bank, No. 3 Beekman-st.

TO LET—THREE-STORY BRICK HOUSE NO. 142 Sackett-st., Brooklyn; immediate possession given; rent $325. Apply to C. S. WATROUS, No. 200 Chambers-st.

TO LET.

OFFICES TO LET.—TWO OFFICES TO LET ON the fourth floor in the New-York *Times* Building. Apply at the Publication Office of this paper.

TO MANUFACTURERS AND OTHERS.—To Lease, for a term of years, a new brick building, 50 feet front and 30 feet deep, on the rear of a lot between 1st-av. and the Bowery; cellar about 11 feet in the clear; 3 stories, 9 feet each in height; 12 inch walls, with brick partition walls. For further particulars, address L. E. D., Box No. 102 *Times* Office.

TO LEASE TO LUMBER MERCHANTS OR others, the lumber yard, corner of 10th-av. and 14th-st., occupied by Onderdonk & Wheeler, from 1st May next, containing six lots, having a brick office and stable, and all fixtures thereon; also three other lots in the rear, on 14th-st. Apply to R. H. LUDLOW or E. H. LUDLOW & CO., No. 14 Pine-st.

TO RENT—CORNER OF SECOND PLACE AND Court-st., Brooklyn, a 3 story brown stone front house in perfect order.

E. V. HAUGHWOUT,
Corner of Broadway and Broome-sts.

TO LEASE—A FARM ON LONG ISLAND, ON the north side, containing about 125 acres arable land, of the first quality, and in good heart, with good house and buildings, and well stocked. Apply at No. 195 Water-st.

WILL BE LEASED FOR A TERM OF years from the 1st of May next, building known as Constitution Hall, No. 650 Broadway. Apply to THOS. MACFARLAN & SONS, No. 180 10th-st.

A FARM IN THE TOWN OF JAMAICA, near the railroad, to lease for a term of years, or exchange for City property. STUART, WHITEHEAD & STEWART, No. 54 Wall-st.

TO LET—THE BAKERY, NO. 694 EIGHTH-AVEnue. Inquire of EDWARD TIMPSON, No. 185 West 48th-st., near 8th-av.

TO LET—IN PEOPLE'S BANK BUILDING, SEVeral very desirable offices. Apply at the Bank, Canal-st., corner of Thompson.

TO LET—LIGHT ROOMS AND STEADY POWER, near Broadway, at low rates, by JOHN SAUDU, No. 102 Walker-st.

HOUSES & ROOMS WANTED.

FACTORY WANTED.—THE ADVERTISERS would take a lease of a good factory in the City for a term of years; it must be well lighted and have room for about 200 workmen. Address MANUFACTURERS, Box No. 164 *Times* Office, with description of property and terms.

HOUSE WANTED—BY A SMALL FAMILY, ON a lease of five years, between 4th and 7th avs. and 9th and 23d sts. 3 stories high, containing all modern improvements. Rent not exceeding $1,000. Best references given. Address HOUSE, Box 2,346 Post-Office.

WANTED—A BROWN-STONE HOUSE, EITHER English basement or high stoop; must be 20 to 25 feet front. A corner house preferred, and location between 4th and 7th avs. Apply to ALBERT H. NICOLAY, No. 4 Broad-st.

REAL ESTATE OWNERS.—THE ADVERtiser wishes to let or lease in a good location, below 28th-st., several houses suitable for good class tenants. Address BUSINESS, Box No. 241 *Times* Office, with description of property and terms.

AUCTION SALES.

RICHARDS KINGSLAND, Auctioneer.

THIS DAY, (FRIDAY,)

RICHARDS KINGSLAND & CO. will sell at auction at 10 o'clock, at the Salesroom, No. 158 Broadway,

400 packages and lots of American, English and German hardware, cutlery, &c., consisting of shovels, hoes axes, adzes, screws, tacks, gimblets, drawing-knives, files, locks, scales, ship scrapers, axe handles, &c., &c., &c.

SAMPLE CARDS OF CUTLERY.

Also,

A large assortment of Sheffield cutlery, comprising pocket knives in packages, razors, scissors, shears, &c.

Also,

for account of whom it may concern, 200 dozen pocket knives, scissors and razors,

Slightly damaged by water.

Also,

Plated ware, portmonnaies, jewelry, &c.

An invoice perfumery, &c., &c., &c.

R. H. GIBSON, Auctioneer.

ELEGANT PARISIAN HOUSEHOLD FURNITURE, SOLID ROSEWOOD PARLOR SUITE, WORKS OF ART, &c.—SATURDAY, Feb. 19, 10½ o'clock, the entire costly Parisian made household furniture, at the residence, No. — West 14th-st., near 8th-av. The parlor furniture, in particular, is of the most expensive description, and may be fully relied on for durability. It consists of one magnificent rosewood 7-octave piano forte, elegantly inlaid with cupids of real pearl, and solid pearl keys, admitted by connoisseurs as being one of the best instruments ever made; three solid and richly carved rosewood parlor suites, covered in superb India satin; solid rosewood centre tables; ladies' rosewood work tables lined with satinwood; superbly carved rosewood etageres, with French-plate glass doors and backs; reception and easy chairs, in rich French satin and brocade; rosewood corner stands, heavy French plate mantel and pier glasses, satin brocade and lace window curtains, elegant bronze and ormolu clock, magnificent China vases, and other valuable parlor ornaments; medallion, velvet and Brussels carpets. Dining-room and Chamber Furniture—Solid and richly polished extension dining tables, elegantly carved dining-room suite, rich China ware, silver ware, crystal cut-glass ware, silver and ivory cutlery of the best description, silver cake baskets, casters, coffee urns, &c.; mahogany sofas, cushioned chairs, rockers, superbly carved rosewood and mahogany bedsteads, bureaus, washstands, China toilet sets, 20 pure hair mattresses, beds and bedding, ingrain carpets, bed-room mirrors, clocks, tables, oil-cloths, rosewood hall-stand, together with all the basement furniture, &c. The whole for positive sale without reserve, as the family are removing to the country.

A. J. BLEECKER, Auctioneer.

FRIDAY, FEB. 18—AT 12 O'CLOCK, AT THE MERCHANTS' EXCHANGE—EXECUTOR'S SALE ON NORTH MOORE-ST.—The 3-story and attic brick house, (with tea-room extension) and lot, No. 18 North Moore st., s. s., between Hudson and Varick sts.; house contains Croton, baths, &c., in good order; lot 25x75 feet.

ON GREENWICH-AVENUE—The two-story frame house and lot No. 110.

ON GREENWICH-AVENUE—The 3-story brick house and lot, No. 108 n. s., nearly opposite Jane-st.

ON 13TH-ST. (in rear of the above.)—The two-story brick houses and lots, Nos. 162 and 164 West 13th st.; 3 feet alley way between.

ON CLARKSON-ST.—Leasehold of the 3 story and basement brick front houses and lots, Nos. 43, 45, and 47 Clarkson-st., n. s., 62.4 east from Greenwich-st.; plot 54.4 front by 60 feet deep. The lease has two years to run at $160 ground rent, with 21 years renewal, or will be taken at a valuation.

ON 30TH-ST.—1 lot n. s., 207 feet w. 7th-av., 21.6x98.9.

ON BROADWAY, S. W. CORNER 68TH-ST.—4 lots.

ON 68TH-ST. (adjoining above, in the rear)—1 lot.

60 per cent. can remain. Maps, &c. at No. 7 Broad-st.

By order of William Boyd and John Cameron, Executors of James Cameron, deceased.

HENRY H. LEEDS, Auctioneer—Salesroom 23 Nassau-st.

HENRY H. LEEDS & CO. WILL SELL, AT auction, on SATURDAY, Feb. 19, at 10½ o'clock, at the salesroom, No. 23 Nassau-st., a general assortment of household furniture, removed for convenience of sale, consisting of Brussels and ingrain carpets, rosewood and mahogany bedsteads, bureaus, washstands; rose wood and mahogany marble top pier, side and centre tables; rockers, wardrobes, bookcases, etageres, rosewood suites, divans, dining tables, oval mirrors; together with a general assortment of kitchen furniture.

MILLER & MCEVILY, Auctioneers.

PEREMPTORY SALE AT AUCTION.—THE four-story English basement house No. 138 West 43d-st. will be sold at auction, WEDNESDAY, Feb. 23, at 12 M., at the Merchants' Exchange, New-York, by MILLER & McEVILY. Also, house and lot northeast corner of Tillary-st., Brooklyn. Also, house and lot northeast corner of Railroad-av. and 5th-st., Morrisania. Terms easy. For full particulars, apply to LOCKWOOD, LAWRENCE & CROSLY, No. 133 Nassau-st., New-York.

THEO. GOULDSMITH, Auctioneer.

ELEGANT FURNITURE AT PUBLIC AUCtion THIS DAY, Feb. 17, at the residence of Mr. Brent, on West 11th-st., near 5th-av., commencing at 10½ o'clock, consisting of piano, rosewood suite of parlor furniture, dining room, chamber, kitchen and basement furniture of every description.

SIMEON DRAPER, Auctioneer.

BY SIMEON DRAPER, OFFICE NO. 30 PINE-STREET.—Regular Auction Sale at the Merchants' Exchange EVERY DAY. Stocks and Bonds bought and sold at private sale. Sales THIS DAY at 12¼ o'clock. See catalogue.

SHIPPING.

THE NORTH GERMAN LLOYD'S STEAMSHIP NEW-YORK,

H. J. VON SANTEN, Commander,

Carrying the U. S. Mail,

Will sail positively

SATURDAY, Feb. 19, at 12 M.,

for BREMEN *via* SOUTHAMPTON,

taking passengers for

London, Havre, Southampton and Bremen,

at the following rates:

First Cabin, $100; Second Cabin, $55; Steerage, $35.

For freight or passage apply to

GELPCKE, KEUTGEN & REICHELT.

No. 84 Broadway.

FOR THE SOUTH AND SOUTHWEST, VIA CHARLESTON, S. C.—SEMI-WEEKLY U. S. MAIL SIDE-WHEEL STEAMSHIP LINE.—The favorite steamship JAS. ADGER, R. ADAMS, Commander, will leave Pier No. 4, North River, on SATURDAY, Feb. 19, at 3 o'clock P. M., precisely.

First Class Cabin Passage, $15.

Deck Passage, $6.

Through tickets to the following places:

To Montgomery, Ala	$26	To Columbia, S. C	$29
To Atlanta, Ga	23	To Jacksonville, Fla	21
To Augusta, Ga	20	To Pilatka, Fla	23

For Freight or Passage apply to SPOFFORD, TILESTON & CO., No. 29 Broadway.

The MARION, W. J. FOSTER, Commander, succeeds on WEDNESDAY, Feb. 23.

FOR NORFOLK, CITY POINT AND RICHMOND.—The United States Mail steamship JAMESTOWN, Capt. LEWIS PARRISH, will leave on SATURDAY, 19th inst., at 3 o'clock, P. M., from Pier No. 13, North River. She will arrive at Norfolk the next afternoon, and at City Point the following morning. Passengers for the South will proceed by the great Southern mail line. Those for Richmond will arrive there on Monday morning. Travelers will find this the cheapest, pleasantest and most expeditious route. Passage and fare, with stateroom, to Norfolk, $8; to Petersburg and Richmond, $10. Apply to LUDLAM & HEINEKEN, No. 32 Broadway.

HORSES AND CARRIAGES.

CARRIAGES, SLEIGHS, HARNESS, &c.—There will be a public sale of the above at the Repository, No. 616 Broadway, on MONDAY, the 21st inst., by order of the Assignee. In the interim parties can make purchases at a low figure. A three-years' lease of the premises, running through to Crosby-st., will also be sold.

FOR SALE—CHEAP, A DOCTOR'S GIG, FOUR-wheeled, in good order. Inquire at SMITH'S livery and sale stables, No. 518 9th-av., above 42d-st.

SOAP-STONE FROM THE MIDDLEFIELD QUARRIES, in lots to suit, either in the rough block or sawed into slabs, or otherwise manufactured. Descriptive catalogues sent by mail, on application to JOSEPH P. PIRSSON, No. 5 Wall-st., New-York; or JONATHAN CHILD, West Worthington, Mass.

MEDICAL.

C. C. C.

TOWERS' COMPOUND COUGH CREAM.

Wholesale dépôt, No. 208 Broadway, New-York.

Sold by all Druggists in 15 and 25 cent boxes.

Local Agents wanted.

RICORD'S PRACTICE.

Dr. C. D. HAMMOND, PUPIL of RICORD, of Paris, the first Venereal Surgeon living, and of Professors MOTT and MOTT of New-York, is consulted privately at No. 61 Bleecker-st., a few doors east of Broadway. All complicated diseases of the Sexual System effectually treated, including Weaknesses, &c., &c. Office hours from 10 to 3, and from 5 to 8 in the evening. The principal languages spoken. Terms moderate.

DEAFNESS AND SINGING NOISES IN THE EARS, NERVOUS HEAD AND MIND COMPLAINTS.—AN ENGLISH CERTAIN AND INFALLIBLE CURE.—British and Foreign Infirmary for the Cure of Deafness, Head and Mind Complaints, No. 32 Spring Gardens, Charing Cross, London, England. Consulting Surgeon, CHARLES HENRY EDGELL SKINNER, Registered pursuant to act of Parliament. Secretary, JOHN POWELL, Esq. A new discovery, being a positive method of self-cure, affording instant and magical relief to sufferers who may have been deaf for 40 or 50 years by means of a compound medicated vapor applied to the external ear. When the vapor is passing out, it is heard by the sufferer for one minute to the ear affected, and instantly the patient, who previously was deaf, is enabled to hear common-toned conversation. A few nights' use in a similar way will guarantee to cure the most inveterate case of deafness and noises in the head. It is a stop to empiricism and exorbitant fees. Sufferers extremely deaf, by means of this, can permanently cure themselves, in any distant part of the world, without pain. Thousands have been restored to perfect hearing, and forever rescued from the snares of the numerous dangerous unqualified pretenders of the present day. Hospital and private testimonials and certificates from the most eminent physicians and surgeons in England, in whose presence deaf persons have been cured, and many hundreds of private patients cured can be seen or referred to. Any sufferer on the continent, or resident in any of the four quarters of the globe, can now be cured, as this discovery can be sent to them with necessary prescriptions, preparations, &c., that will enable them positively to cure themselves. £5 5s. is the cost of the means of cure, which must be sent to the Secretary, JOHN POWELL, Esq., No. 32 Spring Gardens, Charing Cross, London, England. It can be sent direct by banker's draft, payable in England, or notes of the country. Sufficient to cure three cases of most inveterate deafness and noises in the head, £10 10s.

HIGHLY IMPORTANT TO BOTH SEXES, MARRIED AND SINGLE, IN HEALTH OR DISEASE.—DR. LARMONT'S PARIS, LONDON AND NEW-YORK MEDICAL ADVISER AND MARRIAGE GUIDE. Thirtieth edition. Over 400 pages, 12mo, and about 100 electrotyped engravings. Price $1; by mail, 15 cents extra. Sold also by W. A. Townsend & Co., No. 377 Broadway. Among its contents is the anatomy of the sexual organs of the male and female, all their diseases and weaknesses; latest discoveries in reproduction; European Hospital practice; quacks, their recipes and specifics; the author's unequaled Paris and London treatment. At No. 82 Mercer-st., corner of Spring, opposite St. Nicholas Hotel, New-York, from 10 A. M. to 1, and 5 to 8 evenings.

"We concur with other papers in recommending Dr. Larmont and his work."—Courrier des Etats Unis, German Die Reform, Sunday Dispatch, Staats Zeitung, National Democrat, Day Book, Essex Standard, Rahway Advocate, Empire City, Police Gazette, New-York Pick, New-Brunswick Times, Mercury, Atlas, &c.

DR. WATSON HAS, FOR A LONG SERIES of years, confined his attention to diseases of a certain class, in which he has treated a vast number of cases with a success which has won for him the confidence of the public. The remedies are mild, and there is no interruption to business. Dr. WATSON receives patients in separate consulting rooms from 8 A. M. to 8 P. M., at 459 Broome-st., second block west of Broadway.

Dr. WATSON'S Work, THE CAUSE AND CURE, issued simultaneously in London and New-York, is the only one which clearly explains the nature and mode of treatment of the VENEREAL DISEASE in all its different forms; also treats also in full of SPERMATORRHŒA, the result of early indiscretion, excess, or other causes. Anatomical plates of a superior kind, and drawings of every form of disease. Price, $1, post-paid. "Dr. WATSON'S Work has been written by a person of great practical knowledge, and we cordially recommend it."—*Medical Journal.* Sold by the Author, as above; also, by

CHAS. MILLER, No. 436 Broadway, New-York.

CONFIDENTIAL MEDICAL AND SURGICAL CONSULTATIONS.—Dr. COBBETT can be consulted with confidence on private diseases, at his old-established office, No. 19 Duane-st., opposite Chatham Bank. Dr. C. has practised as above for over 27 years, and has treated with success cases which had been given up and considered incurable by Physicians of respectable standing in the profession. Stricture and nervous debility treated on an entirely new plan. N. B.—Dr. C. is a member of the New-York University Medical College and College of Surgeons, London. His diplomas from each of the above institutions may be seen in his office. The victims of misplaced confidence, or those who have been deceived by quack advertisements, nostrums, &c., &c., can call on him with the certainty of being honorably treated. No fee unless cured.

DR. WARD, NO. 486 BROADWAY, PERFORMS the only permanent and satisfactory cure of private diseases. Remember, all disappointed elsewhere, that by consulting Dr. WARD you may immediately experience that Richard is himself again. Cure guaranteed. Dr. WARD'S Unfortunate's Friend and other remedies—price $1. Female diseases successfully treated. His monthly Female Pills, $1 per box, never fail of effect intended. Office No. 486 Broadway, corner Broome-st., second floor, perfectly private and so arranged that patients never meet. Consultations free of charge. Attendance till 10 A. M. Afflicted call immediately.

BREAKING THE CHILL.—THE OLIVE FEVER and Ague Pills is a new and harmless remedy for the cure of fever and ague in its worst form, no matter how long you have been afflicted. You can depend upon a cure. It is very injurious to check the disease suddenly with powerful drugs. You may smother it for a short time. Yet it is a very dangerous experiment, as it frequently afterwards develops itself in some other form. Sold by BARNES & PARK, and A. B. & D. SANDS, New-York. Retail price, $1.

FRENCH PRIVATE MEDICAL OFFICE.—No. 512 Broadway, opposite the St. Nicholas. Dr. LACOSTE, of Paris, for eight years assistant to the celebrated Ricord, cures by his Parisian mode of treatment all private diseases, strictures, seminal weaknesses and female complaints without mercury and at moderate charges. Consultations in English, French, German, Spanish, &c., from 12 to 4 and 7 to 8 P. M. Sundays, from 12 to 2 P. M.

IMPORTANT TO FEMALES.—EXCLUSIVE treatment of diseases of females. Patients from a distance provided with private board, nursing, &c. Remedies for monthly derangements from $1 to $5. Relief guaranteed. The Mother's Almanac and Ladies' Private Circular, containing particulars, mailed letter form, on receipt of two stamps. Address Dr. THIERS, No. 555 Broadway. Office, No. 98 West 24th-st., New-York.

DR. COOPER, NO. 14 DUANE-STREET, may be consulted on all diseases of a private nature. 26 years exclusively devoted to the treatment of sexual diseases, enables him to warrant a cure in all cases undertaken. The victims of misplaced confidence who have been misled by quack advertisements, can call on Dr. C. with the certainty of being radically cured.

DR. RALPH, AUTHOR OF THE PRACTICAL Private Treatise on venereal, gleet, stricture, weakness, &c., &c. Office No. 52 Bleecker-st., two doors east of Broadway. Hours 10½ to 2, and 6 till 9 o'clock. Consultation by letter.

DR. HUNTER—NO. 3 DIVISION-ST., PERFORMS THE GREATEST CURES EVER MADE. THE ONLY SECURITY AGAINST HUMBUGS AND THE EFFECTS OF DISEASES IS TO APPLY TO HIS OLD DISPENSARY, NO. 3 DIVISION-ST., NEW-YORK, ESTABLISHED IN 1834.

Dr. HUNTER, No. 3 Division-st., offers to the public the only reliable remedy known in the wide world for the permanent cure and removal of every particle of the rank and poisonous virus of venereal disease, which is the genuine HUNTER'S RED DROP, made from the original recipe, in the possession of Dr. HUNTER, and not known by any other person living except Dr. HUNTER, at No. 3 Division-st., one door from the Bowery, all the assertions of the many poisonous quacks to the contrary notwithstanding. Dr. H. has prepared every vial of this celebrated medicine, with his own hands, that has ever been offered for sale for the last thirty years, and has never intrusted any living person with the secret; consequently everything offered for sale at any other place is a libel, a base and wicked counterfeit, got up by some unprincipled wretch that, for the sake of a dollar, would trifle with the lives of his fellow-men.

LEGAL NOTICES.

IN PURSUANCE OF AN ORDER OF THE Surrogate of the County of New-York, notice is hereby given to all persons having claims against JOHN J. PALMER, late of the City of New-York, Banker, deceased, to present the same, with vouchers thereof, to the subscribers, at the office of HENRY PALMER, No. 35 Wall-st., in the City of New-York, on or before the 12th day of March next, 1859.—Dated New-York, Aug. 30, 1858.

EDWIN A. OELRICHS,
HENRY PALMER,
HENRY MEIGS, Jr.
} Executors, &c.

s3-law6mF*

IN PURSUANCE OF AN ORDER OF ROMAN B. DAWSON, Esq., Surrogate of the County of Kings, notice is hereby given, according to law, to all persons having claims against PATRICK LYNDON, late of the city of Brooklyn, in Kings County, deceased, that they are required to exhibit the same, with the vouchers thereof, to the subscriber, the executor, at the office of O'GORMAN & WILSON, No. 24 William-street, in the City of New-York, on or before the 4th day of March next—Dated Aug. 26, 1858.

JAMES SMITH, Executor.

au26-law6mF*

IN PURSUANCE OF AN ORDER OF ROMAN B. DAWSON, Esq., Surrogate of the County of Kings, notice is hereby given, according to law, to all persons having claims against IRA C. HUNTINGTON, late of the City of Brooklyn, deceased, that they are required to exhibit the same with the vouchers thereof, to the subscriber, WM. STEBBINS, Jr., at No. 139 Greenwich-st., in the City of New-York, on or before the 15th day of March next.—Dated September 8, 1858.

HESTER A. HUNTINGTON, } Administrators.
WILLIAM STEBBINS, Jr. }

s10-law6mF*

IN PURSUANCE OF AN ORDER OF THE Surrogate of the County of New-York, notice is hereby given to all persons having claims against RICHARD C. VALENTINE, late of the City of New-York, deceased, to present the same, with the vouchers thereof, to the subscribers, at the office of SIDNEY D. ROBERTS, No. 172 Broadway, in the City of New-York, on or before the 2d day of May next.—Dated, New-York, Oct. 28, 1858.

SIDNEY D. ROBERTS, Administrator.
ELIZABETH VALENTINE, Administratrix.

o29-law6mF*

IN PURSUANCE OF AN ORDER OF THE Surrogate of the County of New-York, notice is hereby given, to all persons having claims against GEORGE M. SHAW, late of the City of New-York, deceased, to present the same with vouchers thereof to the subscriber, at the office of the Brooklyn Oil Company, No. 160 Front-st., in the City of New-York, on or before the 1st day of April next.—Dated, New-York, Sept. 30, 1858.

JOHN H. SMITH, JR.

o1-law6mF*

TO THE LADIES ONLY.—OUR LATELY-patented cataminial bandages (or ladies' periodical protectors) are now ready for sale at the well-known Truss Manufacturing Establishment of Messrs. MARSH & CO., No. 2 Vesey-st., (Astor House,) where a lady is in constant attendance at their private salesroom. Price $1 per piece, or $10 per dozen. The Victoria Bandage Manufacturing Company.

NEWS BY TELEGRAPH.

Rhode Island American Convention.

PROVIDENCE, Thursday, Feb. 17.

An American Convention met in this city to-day, for the purpose of nominating State officers. Mr. THOS. G. TURNER, who was on Tuesday nominated for Governor by the Republicans, was unanimously accepted by the Convention, to-day. Mr. ISAAC SAUNDERS was nominated for Lieutenant-Governor; Mr. JOHN R. BARTLETT, for Secretary of State; Mr. JEROME B. KIMBALL, for Attorney-General; and Mr. SAMUEL A. BARKER, for General Treasurer. Messrs. SAUNDERS and BARKER are not on the Republican ticket.

The American Republican Convention in the Eastern Congressional District has nominated CHRISTOPHER ROBINSON, of Cumberland, on the 20th ballot.

WM. D. BRAYTON, the present incumbent, was renominated in the Western District without opposition

Massachusetts Politics.

BOSTON, Thursday, Feb. 17.

There was a very large audience in the Representatives' Hall at the State House, to-day; the occasion being a petition to the Committee on Federal Relations against the rendition of fugitive slaves. Addresses, advocating the petition, were made by WENDELL PHILLIPS and the Rev. T. W. HIGGINSON. They were of the extreme Anti-Slavery character.

The hearing was adjourned to Thursday of next week.

Congressional Nomination in Virginia.

WHEELING, Va., Thursday, Feb. 17.

The Hon. SHERRARD CLEMENS was unanimously nominated for Congress, in the first ballot, in the Convention held to-day.

The Atlantic Cable.

ST. JOHN, N. F., Thursday, Feb. 17.

Letters by the last English mail announced that Mr. HENLEY was coming out with his own telegraph instruments to operate on the Cable. He is expected on the *Prince Albert*, now fully due here.

The Wheat Harvest.

CHICAGO, Thursday, Feb. 17.

Wells' Commercial Express to-day, has an article showing the deficiency in the receipts of wheat from the harvest of 1858 at this point to be over 5,000,000 bushels at present, and, estimating that to come in, the deficiency by the first of August will reach 8,000,000 bushels.

Rumored Defalcation in Boston.

BOSTON, Thursday, Feb. 17.

Rumors are current that WILLIAM S. MCGOWAN, Treasurer of the Columbian Mutual Loan Fund Association, has decamped with the funds belonging to the Association. The amount is not known. MCGOWAN has been a prominent Democratic politician in the Eleventh Ward.

Important Arrest.

PITTSTON, Thursday, Feb. 17.

WM. L. LEACH and DAVID WALTON have been arrested and committed to jail to-day, for robbing the Pennsylvania Coal Company's office in this place, in October last.

Supposed Slaver.

MOBILE, Thursday, Feb. 17.

The bark *Ottawa* sailed yesterday, ostensibly for St. Thomas, but it is believed that her destination is the southern coast of Africa.

Powers' Statue of Webster.

BOSTON, Thursday, Feb. 17.

The Committee who procured POWERS' statue of WEBSTER have decided to memorialize the Legislature for leave to place the statue on the Capitol grounds.

Burning of the Steamer Quaker City.

NASHVILLE, Thursday, Feb. 17.

The steamer *Quaker City* was burnt this morning at the wharf. She was loading for the Ohio River.

Marine Disaster.

BOSTON, Thursday, Feb. 17.

Captain NEALING, of the ship *Golden Gate*, at Havre, reports, Jan. 3, lat. 37° 20' N., lon. 65° W. saw a vessel of about 300 tons dismasted and water-logged; she had a "trunk cabin" and a round stern, and was evidently American. There were four persons on deck. It was impossible to render her any assistance on account of the thick weather and gale. There was a high gale during the night, and nothing was seen of her next day. She was probably from some eastern port, bound to the West Indies, and lumber laden.

Weather Reports....FEB. 17.

BALTIMORE—Weather clear and fine.
WASHINGTON—Weather clear and fine.
PETERSBURG—Clear. Thermometer, 58°.
NORFOLK—Clear. Thermometer 55°. Wind N.
LYNCHBURG—Cloudy. Thermometer 49.°
BRISTOL—Cloudy. Thermometer 50°.
KNOXVILLE—Cloudy. Thermometer 50°.
WILMINGTON—Cloudy and mild.
CHARLESTON—Clear. Thermometer 59°. Wind S.W.
AUGUSTA—Raining and warm.
SAVANNAH—Clear. Thermometer 58. Wind N. E.
MACON—Cloudy.
MONTGOMERY—Cloudy.
MOBILE—Cloudy—Thermometer 64.
NEW-ORLEANS—Cloudy. Ther. 68°. Wind S. E.
CUMBERLAND—Clear and pleasant.
WHEELING—Clear and pleasant.
CINCINNATI—Clear and pleasant.
PHILADELPHIA—Cloudy and mild. Ther. 48°.
ST. JOHNS, N. F.—Weather clear. Wind W., light. Ther. 32°.

AFFAIRS AT ALBANY.

General Order Day—State Prison Laws—Canal Drafts—More Notaries Public, &c.

From Our Own Correspondent.

ALBANY, Thursday, Feb. 17, 1859.

General Order day in the Assembly; one local bill passed to a third reading, and the States Prison bill considered through some ten or twelve pages thereof. This last bill is a codification of the State Prison laws, which intends to alter no salary, nor to make many radical amendments. But the amendments were piled in upon it by the Committee of the Whole, and all of them discussed with ardor, energy and fulness. Sundry propositions to cut down to $600 and $700, to raise to $1,000, $1,095, and $1,200 the salary of the Chaplain of the Sing Sing Prison, were voted down, and at last the salary, $900, left as it has been for ten years past. On these motions, among the very few who did not speak, were Messrs. MESSEROLE, WIGGINS, CORNELIUS, LAWRENCE and OPDYKE. Mr. ANDRUS, of course, did not speak, being in the Chair. The bill, as it stood, was ably defended by Mr. HUBBELL, of Westchester, and Mr. ABBOTT, of Cayuga. An unavailing effort to get out of General Orders and to take up the resolution of the Senate, adjourning over for a week, consumed half an hour, but the resolution was not considered.

In the Senate, adverse reports killed the bills requiring Commissioners of piers to make semi-annual reports, and requiring monthly reports from the Corporation Attorney of New-York City. The following resolution offered by Senator W. A. WHEELER, of Malone, was adopted:

Resolved, That the Auditor of the Canal Department be respectfully requested to inform the Senate, at the earliest practicable moment, whether any drafts have been drawn by the Canal Commissioners since the commencement of the present session of the Legislature, on account of work done on the canals, when there was no money in his hands to pay the same; and, if so, at what dates, in what amounts, by what Commissioner, and in whose favor; and that he also be requested, on Monday of each week, during the present sitting of the Legislature, to communicate the like information as to any and all such drafts as shall be drawn during the week preceding his report.

Senator WHEELER is bound to tie the open artery out of which the Treasury drafts are spirting, and is not timid about expressing his opinion that the Canals have drained money enough out of the Treasury. The course that the Senator may adopt is of the greatest consideration, for to carry any of the Canal bills in the Senate, the Republicans have no vote to spare.

Still further Notaries Public are announced to-day, as appointed by the Governor, with the advice of the Senate, as follows:

NEW-YORK.—Washington Murray, Samuel Z. Tschimer, W. Drake Parsons, John H. Stout, Enoch P. Breed, Edgar Irving, Henry T. Cleveland, Edwin M. Daird, George W. Farlee, John J. Tyler, Richard T. Deming, Augustus J. Browne, Philip Milspaugh, John Wanderpoel, John E. Sterling, James B. Williams, Henry H. Rice, Thomas B. Oakley, John Ludlow Dumont, William H. Bull, Stephen C. Burrall, Chas Hoffman, Francis S. Hoffman.

KINGS.—Henry Oatman, G. Ludovic Bennett, Rich. J. Godwin, John C. Smith, Franklin W. Taber, Demas Strong, William Morgan, Pardon W. Kenyon, Henry R. Pierson, Benjamin K. True, Fr. Edward Roche, George W. Mead, William T. Nicholls, Sigismund Kaufmann, Frederick W. Burke, D. Ogden Bradley, John Davis Dunn, Francis E. Dana, of Brooklyn.

WESTCHESTER.—William M. Skinner, James W. Husted, of Sing Sing; John W. Twombly, of Mamaroneck; Jackson O. Dykman, of Cold Spring.

SUFFOLK.—Samuel C. Hawkins, of Patchogue.

And still another lot goes in next Wednesday to the Senate, from Kings, while the New-York list is *full*.

The Registry bill is the special order for this evening. The Republicans are trying hard to-day to hit upon some bill, or by sundry amendments to the pending one, to get a plan for registering voters that they can all unite upon, and which will save the ballot-box pure from illegal votes.

Dr. S. S. CHILDS' bill, amendatory to the New-York City Public School Law, may be thus digested:

Section 1 elects the School Commissioners hereafter in Aldermanic Districts, instead of Wards, as at present. The Board of Education is to appoint the Trustees and Inspectors, the same number as at present, and for the same length of time. All school officers now in are to remain till the expiration of their term of office, but removal from the district vacates the office. It limits the Board's clerk-hire to $1,500, and $1,000 for two clerks, severally. There is to be one Superintendent, limited to $2,500 salary, and one Assistant, with $2,000 or less. Removes the power to establish a Free Academy for Girls; gives the Board power to require every school to be opened by reading a portion of the scriptures without note or comment. The Inspectors to be *ex officio* members of the Board of Trustees. The average number of scholars to be ascertained by dividing by the number of school days in the month the whole number of scholars in attendance during that month, and the average of the year to be reported at the close of the school year in July. There shall be a recess each day between 12 and 1 o'clock, during which all pupils, whose parents desire it, shall be permitted to visit their homes. Provides that at the next charter election, the following question shall be submitted to the electors, "Shall the Free Academy be continued?" If a majority of the votes cast are "nay," the Academy shall cease to exist at the end of the academic year current at the time of election, and the real estate of the Academy shall be sold out according to the 27th section of the Act consolidating the School Acts of the City and the personal property, as the Board of Education may deem proper. The highest salary paid to any male principal shall not exceed $1,500, and the next highest salary shall not exceed $1,000, the next $800, the next $600, the next $500 and the next $400. The highest salary to any principal of a female or any primary department shall not exceed $600, the next highest shall not exceed $500, the next highest $400, the next $350 and the next $300.

GLAUCUS.

[BY TELEGRAPH.]

ALBANY, Thursday, Feb. 17.

The Senate Committee has resolved to close the testimony in the case of the contested seat of Mr. MANDEVILLE on the second day after the meeting of the Legislature next week. Mr. MANDEVILLE asked for further time which was refused.

The Harlem Railroad bill, which has passed the Senate, was before the Railroad Committee of the Assembly to-day. Counsel appeared in favor of the bill. Mr. MCLEOD, a member of the Committee, opposed a favorable report of the bill unless the period for the use of steam was limited to twelve years, and every car run on the road compelled to stop at One Hundred and Twenty-fifth-street.

Mr. FITZGERALD, another member of the Railroad Committee from New-York, supported a favorable report on the bill as passed by the Senate.

Mr. MCLEOD declared that the people in Mr. FITZGERALD's district had torn up the track when a child was run over when no steam was used. If steam was used without restriction, he (MCLEOD) would not answer for the safety of the Company's bridges or tracks.

The Committee agreed to report the bill favorably.

The Senate Lobby Investigating Committee met again this afternoon, but there were no witnesses present and the Sergeant-at-Arms was in New-York, consequently there was no evidence before the Committee, whether subpœnas had or had not been served. Mr. DOHERTY offered a resolution that the Chairman be authorized to isuse a compulsory process to compel the attendance of witnesses. Mr. AMES wished to know what by a compulsory process was meant. Was it intended to arrest witnesses and bring them up by force? If so, he desired to have evidence first that the subpœnas had been issued. Finally, the resolution was adopted, and the Committee adjourned till Wednesday, next week.

NEW-YORK LEGISLATURE.

SENATE....ALBANY, Thursday, Feb. 17.

Petitions were presented for the protection of gas consumers, and for a prohibitory law.

Mr. HALSTED reported against the bill requiring semi-annual reports from the Commissioners of Jurors in New-York. Also, against requiring monthly reports from the Corporation-Attorney of New-York, on the ground that his is a local office, and the State has nothing whatever to do with him.

Mr. W. A. WHEELER moved that the Auditor be requested to report if any, and what, drafts have been drawn by the Commissioners for work on the Canals since the session of the Legislature commenced, and while there was no money in the Treasury, and requesting reports of a similar character by Wednesday of each week. Adopted.

EVENING SESSION.

The Senate met this evening for the consideration of general orders. The following bills had progress reported on them:

For making an appropriation for the maintenance of the Canals.

To amend the Peter Cooper Scientific Institute Act.

The following bills were ordered to a third reading:

To incorporate the Juvenile Reformatory Asylum.

The School Appropriation bill.

To punish frauds by wharfingers and others.

The bill to amend the act to establish regulations for the Port of New-York was debated, and progress reported.

The remainder of the business transacted related to private bills.

ASSEMBLY......ALBANY, Thursday, Feb. 17.

The entire session was consumed in debates and perfecting the bill consolidating and amending the acts relating to State Prisons.

EVENING SESSION.

The Registry law was taken up as the special order in Committee of the Whole and progress reported without debate.

In the House, Mr. SNELL moved to order the bill to a third reading.

Messrs. TOMLINSON and SCHOLEFIELD opposed the motion, which was lost. The bill was then made the special order for Friday, next week.

Mr. SMITH gave notice of a bill to widen West-street one hundred feet, and to allow the Hudson River Railroad Company to lay a double track.

On motion of Mr. REILLY the bill to authorize the construction of the Avenue D Railroad, reported favorably some days ago, was recommitted to the Railroad Committee to hear further testimony.

The amended resolution to adjourn from to-morrow till Wednesday evening next week was adopted.

The bill to amend the Revised Statutes, relating to the auditing of accounts of Town Officers, was passed to a third reading.

No other business of interest was done.

The Colchester Bank Defalcation.

MR. S. T. JONES BEFORE THE RECORDER—GENERAL MELEE AMONG THE LAWYERS AND POLICEMEN.

Yesterday morning, Mr. S. T. JONES, the alleged defaulting cashier of the Colchester Bank, Connecticut, who is held on a warrant issued by the Recorder, on a charge of obtaining $1,600 under false pretences, from Mr. WARREN LELAND, of the Metropolitan Hotel, was taken to the Recorder's chambers for preliminary examination. It will be remembered that a few days since, when he was about to be conveyed from this State to Connecticut, on a warrant issued in 1857, by JAMES M. SMITH, Jr., then Recorder of the City, under a requisition of Governor KING, the officers who had him in charge were met by other officers, accompanied by Mr. LELAND, armed with a warrant, issued by Recorder BARNARD, for the arrest of JONES, on the charge of obtaining money under false pretences, as aforesaid. A disturbance ensued, in which Officer KEEFE and Mr. LELAND are said to have been the chief actors, and subsequently JONES was brought back to the City, and detained in custody, by the Recorder. Yesterday, his examination was to have commenced, a civil suit having also been instituted against him in the Supreme Court for the recovery of the money, on which Judge INGRAHAM granted an order of arrest, which was placed in the hands of a deputy sheriff. On the Recorder's warrant, JONES was held to bail in the sum of $10,000; on Judge INGRAHAM's order, he was held in the sum of $2,000.

Ex-Judge WHITING appeared for the Directors of the Colchester Bank, and produced a requisition from Governor MORGAN, dated February 2d, of the present year. He demanded in quite an excited manner, that the Recorder should at once issue a warrant on that requisition, and have JONES committed to the Tombs.

Recorder BARNARD replied that JONES was in custody of the Sheriff, under Judge INGRAHAM's order, and that he must be taken to Eldridge-street Jail. Ex-recorder SMITH, counsel for Mr. LELAND, also insisted, that being in the Sheriff's charge, the prisoner must be taken to Eldridge-street. Mr. DOTY, who appeared for JONES, likewise objected to his being taken to the Tombs.

Whereupon Ex-Judge WHITING, turning to Captain WALLING, ordered him to arrest JONES on the spot, and conduct him to the Tombs, under Governor MORGAN's requisition. The Recorder, interposing, said that if any officer attempted such arrest, he would have him immediately arrested himself, and indicted by the Grand Jury then in session, in twenty minutes.

Mr. SEDGWICK, the Assistant District-Attorney, wished the Recorder to make out a temporary commitment, in order to conciliate affairs, but the Recorder refused to comply until he had had time to examine further into the matter.

The Recorder's room was jammed with policemen, witnesses and spectators, and at this crisis ex-Judge WHITING, ex-Recorder SMITH, and the Deputy-Sheriff, (armed with Judge INGRAHAM's power of arrest,) were all vociferating together—Mr. WHITING loudly exclaiming that he would have JONES arrested by force and conducted to the Tombs. The Recorder reiterated his determination to arrest and indict any party who dared to obey Judge WHITING. The Deputy-Sheriff stood by JONES, exhibiting Judge INGRAHAM's order, and stating his readiness to proceed with the prisoner at once to Eldridge-street jail. Again and again Mr. WHITING called on the officers to take him to the Tombs. At last all semblance of order was lost, and the Sheriff having been sent for, JONES was temporarily committed to his charge until this morning at 10 o'clock, when it is expected a renewal of this scene will take place.

MONETARY AFFAIRS.

Sales at the Stock Exchange....FEB. 17.

$2,000 U. S. 6s '68 ....c.	109	500 N. Y. C. R....p & c	78¾
1,000 do..........	109⅛	40 Erie R. R..........	13⅛
25,000 U. S. 5s '74....	102¾	50 do..........	13
5,000 N. C. State 6s....	97½	50 Hud. Riv. R..........	32
1,000 Mo State 6s....	84⅝	7 do..........	31¾
3,000 Cal. State 7s N.B	84	100 Har. R. R. Pref....	39¾
22,000 Ohio State 6s '60.	101	150 do..........	39¾
2,000 Tennessee 6s, '90	89⅛	200 do..........	39⅛
5,000 Virginia 6s......	96⅛	150 do..........s10	39
2,200 City 5s, '73......	92	100 Reading R. R....b60	49⅛
1,000 N. Y. C. R. R. 6s	93	100 do..........b30	49⅛
1,000 E. R. R. 2d m. b..	88	700 do..........	49⅛
10,000 E.R.R.3d m. b.'83	77	100 do..........s10	49
3,000 E. R. R. 4th m. b.	56	300 do..........s60	48⅛
9,000 H. R. R. R. 3d m.	75	50 do..........s30	48⅞
1,000 Har. R. R. 1st M.	92½	100 Mich. Cent. R.R.b30	50
1,000 T. H. & A. 2d M.	41	200 do..........b10	50
1,000 Gal. & C. 2d M.B.	91	150 do..........b30	50⅛
2,000 H. & St. J. R. B.	66	50 do..........	50
100 Mechanics' Bank....	116	50 M. S. & N. Ia. R.b60	18⅝
5 Union Bank..........	110½	150 Mi S.&N.Ia.G.S.s30	44⅛
5 City Bank..........	122½	250 do..........	44¾
25 Mer. Ex. Bank.s60	98	50 do..........b30	44¾
25 do..........	98	350 Panama R'd....s60	115
5 Bank of Commerce.	100½	85 do..........	115¼
20 do..........	100⅝	150 Ill. Cen. R'd..........	67⅛
32 do..........	100½	150 do..........s30	67¼
25 do..........s60	100	250 Gal. & Chi. R'd....	68⅛
15 Bank of the Repub.	122	100 do..........bnw	68⅛
40 Bank of North Am.	110	50 do..........s10	68⅜
11 Hanover Bank....	88	250 Chi. & R. I. RR....	60¾
50 Canton Company..	20	100 do..........b7	60¾
45 Cumb Preferred....	23	550 do..........b60	60¾
100 do..........	23¼	100 do..........bnwk	60¾
40 do..........	23½	150 do..........bnwk	60⅝
150 Pacific Mail S. Co..	77	100 do..........	60⅝
110 do..........	77¼	75 Mil. & Miss. RR.s30	13¾
10 American Guano Co	7	10 do..........	13⅞
300 N. Y. C. R.....opg	78¾	450 La C. & Mil. RR...	1

SECOND BOARD.

$6,000 Mis. State 6s....	84½	100 Reading R. R....s10	49
5,000 do..........s60	84⅜	100 do..........	49⅛
3,500 Ill. C. R. R. Bs..	88⅛	400 do..........s30	48⅞
35 Mech. Bk..........	115⅛	100 do..........s10	48⅞
100 Pa.M.S.S.Co.s60	76⅛	300 do..........s5	49
14 do..........	77¼	25 Panama R. R..........	115¼
50 Cumb. Pref...s10	23⅛	100 do..........b60.	115⅛
100 do..........	23½	50 Mi. S. & N. Ia..........	18¼
50 do..........s60	22½	100 Ill. Cen. R'd....s60	67
100 do..........	23⅛	100 do..........	67⅛
50 do..........s10	23½	5 C. Col. & C. R. R..	91⅞
200 do..........	24	10 do..........	92
20 La C. & Mil. R...	1	100 Ga. & Chic. R. R..	68⅜
100 N. Y. C. R. R.b15	78⅛	100 do..........b60	68⅛
150 do..........p&c	78⅜	100 do..........	68⅛
500 do..........opg	78⅜	100 Chi. & R. I. R.R.b60	60¾
300 do..........s30	78⅜	50 do..........	60¾
200 do..........s10	78⅜	100 do..........b30	60¾
50 do..........	78⅝	100 do..........nwk	60¾
200 Har. Railroad...	13	100 do..........b7	60⅜
50 Har. R. R. Pr....	39¾	100 do..........s3	60⅛

THURSDAY, Feb. 17—P. M.

In the Stock Market, this forenoon, there was a disposition to weakness on New-York Central and New-York and Erie, on a rumor that the September treaty between the four trunk lines is about to terminate The only authority for this, thus far, is an extract from a Cincinnati paper. Nevertheless, it may be founded in good reason. The four Presidents are to meet again next week, and we should not be surprised if, *by mutual consent*, the freight arrangement of September should be abandoned, and the business opened to free competition. The New-York roads have the experience of the present Winter season to justify the opinion that they have really less to apprehend the coming Spring and Summer, when there will be more business to divide, from open competition, subject to the condition, at the time, of the several lake and river connections West, than from the continuance of an arbitrary convention with their Southern neighbors, which has *not* worked impartially for the trade of New-York. The use made of the rumor in question was not important. The lowest calls of Central were at 78½, as against 79 yesterday. The stock finally closed 78⅝@78¾, and the rest of the market quite firm. Two of the Coal stocks, Cumberland and Reading, were in demand—the first at 24, the last at 49½, after the printed list, and Pacific Mail went up to 79 ⅌ cent. The Western stocks were again well supported, Rock Island being the most active, and closing 60⅞@61; Illinois Central advanced to 67½. State Stocks, Railway Bonds, and the New Federal Loan, closed steady, but without important demand.

The Money Market works easy again. There is a good demand outside of Bank for strictly first-class paper at 6@7 ⅌ cent., according to date, and we find that some of the Dry Goods people are cashing their own bills at the rate of 7 ⅌ cent. per annum in place of giving out their own paper. The Banks report a fair inquiry for discounts at 6 ⅌ cent. for short bills, and 7 ⅌ cent. for 90 days @4 months. The Stock Brokers continue to be supplied with Money, at call, at 5 ⅌ cent., chiefly by private lenders. There is nothing doing in Exchange to-day. The screw-steamer *New-York* takes a mail for England and Bremen on Saturday. The mail by the *Indian* at Portland, received to-day, confirms the forgery of the Barbadoes Colonial Bank Bills, negotiated in this City on London. They bear date in December last, and appear to have been drawn after an old form or plate of the Bank. We have reason to believe the amount of the fraud on New-York parties will not exceed the sum of £13,000, as first named in this column. The various rumors, running up to £24,000@£30,000, cannot be traced.

The Sub-Treasury received to-day, $50,149; paid out $155,336, and held at the close $6,644,121. The transactions both ways are light. The receipts include but $40,000 for Customs. The screw-steamer *Lebanon*, of the Cunard line, has just arrived with a valuable cargo.

We learn that Messrs. WELLS, FARGO & Co. have contracted with the Treasury Department to pay 2½ ⅌ cent. premium in San Francisco for all the drafts of the Government sent to California on the Atlantic Sub-Treasuries. The contract has heretofore been with Messrs. HOWLAND & ASPINWALL at 2¼ ⅌ cent. premium.

We are requested to say that Messrs. THOMPSON BROTHERS will fill orders for United States Coupon 5 ⅌ cent. Stock (bonds) at Board price, adding ⅛ ⅌ cent. only brokerage, and past due Treasury Notes will be taken at par and interest in payment.

The January traffic of the Cleveland, Columbus and Cincinnati Railroad was

From freights..........	$43,389 71
From passengers..........	23,932 44
From rents..........	6,094 86
Total..........	$73,417 01
January, 1858..........	70,492 23
Gain..........	$2,924 78

The January statement of the Pennsylvania Railroad Company is very favorable. The comparison is as follows:

	Gross Earnings.	Expenses.	Net Earnings.
January, 1859....	$376,860 14	$224,887 01	$151,976 13
January, 1858....	342,776 42	220,776 72	121,999 70
Increase.....	$34,083 72	$4,110 29	$29,973 43

The Panama Road, we understand, earned in January,

1859..........	$117,000
1858..........	91,000
Increase..........	$26,000

NEW-JERSEY RAILROAD BONDS—YEAR 1858.

	Gross Receipts.	Expenses.	Net Rec'ts.
Cam. & Amboy.	$1,640,327 86	$874,167 97	$766,159 90
New-Jersey......	903,458 45	349,270 73	554,087 72
Cen. R. R..........	836,933 63	345,613 39	491,320 24
Morris & Essex..	231,222 82	126,703 13	94,519 69
Belvidere & Del..	224,303 21	231,320 91	90,082 31
Warren..........	193,240 35	96,620 17	96,620 17
Camden and At..	133,222 18	75,257 88	38,964 80
Jamesburg..........	36,470 54	18,586 94	17,883 60
Sussex..........	30,941 47	21,812 43	9,124 04
Mt. Holley..........	20,444 45	14,820 46	5,623 99
Fleming'n R. Co.	13,143 46	10,439 97	2,653 55
Bloomfield..........	12,346 27	10,400 49	1,945 78
Millstone..........	7,870 84	4,576 00	3,294 84
Del. & Rar. Canal	454,108 55	174,064 99	280,048 56
Mor. C. & B'g Co.	274,650 86	112,486 35	162,164 51

The mails by the *America* at Boston, and the *Lebanon*, at this port,—now before us,—contain no additional news of importance. The latest quotations for American Securities, in London, were as follows:

American Railways.	Closing Prices.		Business done
Illinois Central 6 ⅌ ct., 1875	79 to 81		
Do.. 7 ⅌ cent., 1875......	80 to 82		
Do. 7 ⅌ ct, Freeland, '60.	83 to 85		
Do., $100 shares, $60 pd..	35 to 33	dis.	
Mich. Cen. 1 m.c.8 ⅌ ct., '60	85 to 87		
Do., do. do., 1869	85 to 87		
Do., (sinking fund) 1882.	85 to 87		
Do., $100 shares..........	45 to 50		
M. S. & N. I. 7 ⅌ ct s. f. '58	65 to 70		
Do., $100 shares..........	20 to 25		
N. Y. Cen. 6 ⅌ ct, s. f.. '83.	84 to 86		
Do., do., 7 ⅌ ct. con. '64	93 to 95		
Do., do., 7 ⅌ ct. s.f., '76	91 to 93		93
Do., do., $100 shares....	78 to 80		79
N. Y. & E. 3d m. 7 ⅌ ct.'83.	69 to 71		70
Do., do., 7 ⅌ cent. s. f. '75	38 to 42		
Do., do. 7 ⅌ ct. c. b., '62. .	38 to 42		
Do., do., bds., 7 ⅌ ct. '71.	38 to 42		
Do., do., $100 shares.....	15 to 17		
Pa. C. Bs. 1st m. con 6 ⅌ct.	90 to 93		91
Do., do., 2d m. 6 ⅌ c.ster.	91 to 92		92⅛
Do., do., $50 shares......	38 to 40		
Phil. & Read. 1 m. 6 ⅌ ct.'60	86 to 88		
Do., 2d mort. 6 ⅌ ct. 1870	76 to 78		
Do., $50 shares..........	23 to 25		

PRICES OF CONSOLS—WEEK ENDING JAN. 28.

	For Money—			For Account—		
Jan.	Lowest.	Highest.	Closing.	Lowest.	Highest.	Closing.
Sat. 22....	95⅝	95¾	95¾	95⅝	95¾	95¾
Mon. 24....	95⅝	95⅞	95⅞	95¾	95⅞	95⅞
Tues. 25....	95⅝	95	95¾	95¾	96	95¾
Wed. 26....	95⅛	95¾	95¾	95⅛	95¾	95¾
Thur. 27....	95⅝	95¾	95¾	95⅝	95¾	95¾
Fri. 28....	95⅝	95¾	95¾	95⅝	96¾	95¾

The return from the Bank of England for the week ending the 26th January gives the following results, when compared with the previous week:

Public Deposits..........	£6,520,053	Increase. £259,784
Other Deposits..........	15,037,304	Increase.. 88,577
Rest..........	3,258,769	Increase.. 10,339

On the other side of the account:

Government Securities,	£10,698,807	Unchanged.
Other Securities......	16,595,620	Increase.. £87,719
Notes unemployed....	12,321,100	Increase.. 276,615

The amount of notes in circulation was £20,710,785, being a decrease of £280,400; and the stock of Bullion in both departments is £19,818,514, showing a decrease of £4,414, when compared with the preceding return.

BANKING AND FINANCIAL ADVERTISEMENTS

☞ UNITED STATES $1,000 COUPON BONDS, IN sums to suit, for sale at Board prices, adding ⅛ commission. THOMPSON BROS., No. 2 Wall-st., corner of Broadway.

☞ SIGHT AND TIME BILLS, on all the Southern cities, purchased by DUNCAN, SHERMAN & CO. SEPT. 24, 1858.

☞ BOSTON, PHILADELPHIA AND BALTIMORE Funds purchased by HOFFMAN & CO., No. 45 Wall-st.

Real Estate....SATURDAY, Feb. 12.

By order of Referee, was sold to-day, the new five-story brick house and lot No. 18 Cherry-street, north side, between Franklin-square and Roosevelt-street, 25 feet 6 inches by 127 feet 9 inches, and 125 feet 9 inches. Plaintiff in suit, $18,000, after a spirited competition. A. H. MULLER, auctioneer.

Messrs. RAYNOR & BLACKWELL have sold four lots—two on Seventy-eighth-street, and two in the rear on Seventy-ninth-street, 575 feet east of Fifth-avenue. On the premises are two neat frame cottages, a new three-story brick house and a frame stable; both streets are graded, curbed and flagged. Seventy-ninth-street is 100 feet wide, and is sewered also. Gas is laid in both streets. The whole of the property sold for $16,000.

We report the sale of four lots on the north side of Ninety-second-street, 300 feet east of Fifth-avenue, at $1,450 per lot.

TUESDAY, Feb. 15.

Mr. LUDLOW sold the following fine property, belonging, as was understood, to JACOB LEROY, Esq., being No. 26 on the east side of Lafayette-place. Mr. LUDLOW stated that the sale would be absolute and without reserve, and wished it understood that whenever he made that statement the property so offered would be *sold*. The dimensions are not easily described. It is 31 ft 8 in. front by some 150 to 200 feet deep, with sundry alleys, stables, coach-houses, harness-houses, &c., in the rear, on the Bowery side. There is a mortgage now existing on the premises of $25,000, and the terms were made very easy. The whole, including mirrors, &c., was bought by Mr. LORD, (LORD & TAYLOR,) for $34,300.

Also, by Mr. LUDLOW, was an executor's sale of the two-story, attic and basement brick front house and lot No. 249 Monroe-street, 20x44 feet, lot 94 feet 6 inches, between Jackson and Scammel streets; AMES, $3,450.

Mr. L. also sold the property known as the Hercules Foundry, south side of Thirty-first-street, 100 feet west of Third-avenue, occupying five full lots, together with divers and sundry improvements, steam engine, boiler, forges, tools, &c., &c. Bought by EDWARD KILPATRICK for $20,250.

The following property was sold by order of executors:

The buildings and lot No. 37 Ann-street, north side, between Nassau and William streets, about 16x39 feet; C. M. CAMPBELL, $8,250.

Also, the four-story brick house and lease lot No. 185 Madison-street, 23 feet 10 inches by 100 feet. CALDWELL, $3,950.

Also, the house and lot No. 239 Centre-street, west side, between Grand and Broome streets; 25x64 feet. Major THOMPSON, $6,350.

Also, the two frame houses and lots Nos. 236 and 238 Henry-street, south side, between Montgomery and Clinton streets; together 46 feet 6 inches by 100 feet. JOHN J. MORGAN, $8,000.

Also, the three-story brick house and lot No. 150 Baxter-street; 25 feet 6 inches by 67 feet. LOBACH, $5,700.

Also, the two-story and basement brick house and lot, south side of Tenth-street, No. 4, east of Sixth-avenue; 21 feet 6 inches by 92 feet 3 inches. S. T. LIBBY, $5,925.

Also, the three-story brick house and lot No. 86, north side Jane-street, between Greenwich and Washington streets; 20 feet 8 inches by 87 feet 6 inches. S. F. SCOFFORD, $6,100.

Also, the two-story brick house and lot No. 8, south side Commerce-street; 25x70 feet. JOS. ROSE, $5,650.

The following property was struck down, we know not whether sold or not:

The four four-story and basement houses and lots east side of Ninth-avenue, 20 feet 8 inches south of Twenty-sixth-street, about 19 feet 6 inches front by 43 feet deep, lots 55 feet, Nos. 232 and 234, F. B. CARPENTER, $7,900 each; and Nos. 236 and 238. THOS. FIELDS, $8,200 each.

Also, the four-story brown-stone house and lot on the southwest corner of Seventh-avenue and Thirty-eighth-street, 16 feet 8 inches by 98 feet 9 inches; ROBERT AULD, $11,400. Also, Nos. 154 and 160, south side West Thirty-seventh-street, three-story brick houses and lots, 18 feet 9 inches by 98 feet 9 inches each; No. 154, GURNSEY SACKETT, $7,100; and No. 160, GEO. HARRIS, $7,200.

WEDNESDAY, Feb. 16.

The property known as Nos. 68, 70 and 72 Varick-street, and Nos. 422, 424 and 426 Canal-street, and the buildings thereon, situated on the southwest corner of those streets, being 74 feet 1 inch on Canal and 61 feet rear; 72 feet 10 inches on Varick-street and 30 feet 10 inches rear, subject to a present mortgage of $25,000, was sold, as we suppose, at auction to R. W. MARTIN for $40,000, including the mortgage.

There was, also, a partition sale of the store property known as Nos. 159 South and 257 Front streets, one door from Dover street. The lots adjoin each other and extend through the whole depth from South to Front-street, being 142 feet 4 inches from street to street. Lot No. 159 South-street is 22 feet 4 inches in width, and lot No. 257 Front-street is 22 feet 5 inches in width, more or less. The whole was bought by one of the heirs for $18,500.

By order of Court, there was, also, sold the three-story brown-stone and brick house, east side Second-avenue, 60 feet south of Thirtieth-street, 20x75.9. W. M. PARKS, $5,575.

Mr. W. H. FRANKLIN sold the property known as No. 69 Oliver-street, 24 feet front, 25 feet rear, by 100 deep, with sundry buildings thereon; MARTIN BROSSER, $5,500.

The following property was struck down at auction; we know not whether sold or not:

The 80-foot lot on the southwest corner of Second-avenue and Forty-third-street; A. CIVIL, $3,000. The three lots adjoining; same, 2,600. The three street lots next in rear of above, south side of Forty-third-street; same, $1,650 each.

The 80-foot lot on northwest corner of Forty-third-street and Second-avenue; same, $2,800. The three adjoining on west side of the avenue; SQUIRES, $2,450 each. The next three, all same depth; CIVIL, $2,300 each. The southwest corner of Forty-fourth-street; same, $2,450.

On the north side of Forty-third-street, in rear of above, seven lots, same buyer; the first three at $1,500 each, the next four at $825 each.

And on south side of Forty-fourth-street, in rear of above, seven lots; the first three, SQUIRES, $1,425 each; the next four, CIVIL, $750 each.

We report the sale of seven lots belonging to Mr. BLEAKIE, south side of Fifty-eighth street, 475 feet west of Fifth-avenue, (lately bought for $2,000 each,) at $2,500 each.

Mr. LUDLOW reports the following private sales:

House and lot on West Twentieth-street, about 200 feet from Fifth-avenue; house 28 by 65, lot 28 by half-block. Mr. GANS is the seller. Price, $30,000.

House and lease of lot on Twenty-fifth street, opposite Trinity Chapel; ground-rent, $250. Price, $20,000.

House and lot in East Twenty-first-street, near Fourth-avenue—No. 61½; lot 14 by 73. Price, $11,000.

Lot northwest corner of Twenty-third-street and Fourth-avenue; 80 by 98 feet 9 inches. Sold to WILLIAM NIBLO. Price, $39,000.

Four lots on the north side of Thirty-fourth-street, west, between Fifth and Sixth avenues; 100 by 98 feet 9 inches. WM. R. MARTIN, seller, to LOPER & DAVIS. Price, $39,000.

We hear that Dr. HARSEN has sold forty-eight (24 through) lots on the west side of Eighth-avenue, between Seventy-second and Seventy-third streets, running back from the Park towards Ninth-avenue. These lots have for some time past been in the market at $92,000, but could have been bought for $88,000, which was the figure, we presume, Mr. BENJAMIN paid for the plot.

Other large sales we know have been made, and are now being made, about the Park, which we are not at liberty to publish.

GENERAL MARKETS.

NEW-YORK, Thursday, Feb. 17, 1859—6 P.M.

The reported receipts of the principal kinds of Produce, since our last, have been 11 bbls. Ashes, 1,433 bbls. Flour, 1,200 bushels Oats, 613 bushels Malt, 115 pkgs. Provisions, and 222 bbls. Whisky.

ASHES—Are in request at $5 62½@$5 68¾ for Pots, and $5 87½ for Pearls, ⅌ 100 lbs.

CANDLES—Sperm, Stearic and Tallow are in demand at uniform rates. Adamantine attract less attention at old figures. Patent Sperm, 52c.; plain do., 42c.; Stearic at 27c.@28c.; Adamantine, 21½c.@22½c.; and patent Tallow, 15½c. ⅌ lb.

COFFEE—Sales have been reported to-day, of 200 bags Laguayra, on private terms, and some Rio from second hands, at 11c.@11½c. ⅌ lb.

COTTON—Has been more sought after to-day at somewhat firmer, though not quotably higher prices. Sales 1,500 bales.

NEW-YORK CLASSIFICATION.

	Upland.	Florida.	Mobile.	N. O. & Tex.
Ordinary, ⅌ lb...	9⅝	9⅝	10	10⅛
Middling, ⅌ lb...	11⅛	11⅛	11⅞	12
Midd'g Fair, ⅌ lb.	12⅛	12⅝	12¾	13

DRY GOODS—The opening sale of Carpets by auction, yesterday, was very well attended, and the result was satisfactory.

FISH—The general inquiry is spiritless. Prices of the principal kinds are essentially unaltered. Dry Cod, $3 75@$4 37½ ⅌ cwt. Large No. 1 Mackerel, $15 25@$15 62½; large No. 3 do., $9 75@$10 ⅌ bbl.; Pickled Herring, $3 25@$4 25 ⅌ bbl.; Smoked Herring, 28c.@30c. for scaled, and 18c.@20c. for No. 1 ⅌ box. Dutch Herring, $1 70 ⅌ keg.

FLOUR AND MEAL—The market is moderately active for State and Western, to-day, and prices continue to favor sellers. The transactions comprise 10,000 bbls.

Unsound State, ⅌ bbl..........	$4 00@ 4 60
Superfine State..........	5 35@ 5 50
Extra State..........	5 85@ 6 10
Superfine Western..........	5 40@ 5 55
Fancy Ohio..........	5 55@ 6 85
Extra Indiana and Michigan..........	6 00@ 7 50
Extra Ohio..........	6 35@ 7 75
Fancy Genesee..........	6 20@ 6 30
Extra Genesee..........	6 60@ 8 00
Low to very choice Extra Missouri..........	6 70@ 8 75

Canadian is sparingly offered, and in demand at $6 50@$7 30 for low to choice extra brands, ⅌ bbl. Southern is in very good request at strengthening prices. Sales since our last of 3,250 bbls., in lots, at $5 90@$6 20 for mixed and straight brands, and $6 25@$8 75 for low fancy to choice extra brands, ⅌ bbl. Rye Flour is quiet at $3 70@$4 30 for fine and superfine, ⅌ bbl. Corn Meal has been purchased to the extent of 450 bbls., in lots, at $3 70@$3 75 for Jersey, and $4 25 for Brandywine, ⅌ bbl.

GRAIN—Wheat is in good request, and prime is stiffly held. Sales have been reported of 28,000 bushels, including good Red Western (Winter) at $1 40; fair mixed do., (conditionally) at $1 38; sound Milwaukee Club at $1 22; unsound Chicago Spring part at $1; fair to good White Southern at $1 53@$1 57½; choice Red Southern at $1 45; and prime to choice White Kentucky at $1 75@$1 80 ⅌ bushel. Corn is less active. For sound old mixed Western buyers offer 85c.@86c., and holders ask 87c.@88c. ⅌ bushel. No important sales transpired. New is less plenty, and is held with firmness, but the demand is not brisk. Sales have been reported of 25,000 bushels at 81c.@85c. for Yellow Jersey and Southern; 80c.@84c. for inferior to good White Jersey and Southern, ⅌ bushel. A lot of old White Southern was also reported at 85c. ⅌ bushel. Rye is quiet, yet steady, at 83c.@87c. ⅌ bushel. Barley is in moderate demand, chiefly at prices varying from 75c.@95c. ⅌ bushel. Sales reported, 7,500 bush. State at 90c. ⅌ bushel. Oats are less inquired for, yet are quoted firm. Canada, 41½c.@45c.; Western, 61c.@64c.; State, 55c.@59c.; Jersey and Pennsylvania, 51c.@55c.; and Southern at 48c.@53c. ⅌ bushel.

PROVISIONS—Pork is depressed, and buyers have any existing advantage. Sales 1,600 bbls., in lots, at $18@$18 12½ for new Mess; $17 50 for old Mess; $13 40@$13 50 for Prime, ⅌ bbl. Cut Meats are in moderate request, including Hams at 8¾c.@9½c.; and Shoulders at 6¾c.@7c. ⅌ lb. Bacon is quiet, at 9c.@10¼c. ⅌ lb. Lard continues heavy and languid; sales 500 bbls., in lots, at 11¼c.@12c., ⅌ lb. Beef in steady request. The transactions comprise 700 bbls., in lots, at $9@$11 for repacked Western Mess; $11 50@$12 for extra do.; $8@$9 25 for Country Mess; $6 50@$7 25 for do. Prime, ⅌ bbl.; Prime Mess Beef, $17@$20; India Mess $22, ⅌ tc. Beef Hams, $14@$17 50 ⅌ bbl. Butter is salable here at 11c.@19c. for Ohio; 16c.@23c. for common to good State, and 25c.@27c. for prime to choice State, ⅌ lb. Cheese is in request at 9c.@11½c. ⅌ lb.

SUGARS—Have been in good demand, at uniform prices. Sales 175 hhds. New-Orleans, at 7c.@8⅛c.; 700 hhds. old Cuba on private terms; 1,500 bags new crop do., at 7¾c.; 600 boxes Havana, at 8c.@8¾c., and 1,820 bags Calcutta, on private terms.

New-York Sugar Trade Statistics.

	Stock Feb. 1, 1859.	Imports Feb. 1 to 16.	Sales Feb. 1 to 16.	Stock Feb. 16, 1859.
Cuba, hhds..........	4,234	1,650	2,100	3,784
New-Orleans, hhds..	4,184	6,000	4,900	5,284
Porto Rico, hhds....	—	270	110	160
Melado, hhds..........	—	270	250	52
Havana, boxes..........	8,691	2,500	5,200	6,100

The stock in first hands, to-day, includes also 5,000 bags.

Prices of Sugars in New-York, Feb. 16, 1859.

Melado..........	3⅛c.@5⅛c.	Brown Hava'a.	7⅛c.@8c.
Muscovado..........	5¼c.@6¾c.	Yellows..........	8⅝c.@9c.
New-Orleans....	7c.@8⅛c.	Floretas..........	8½c.@9c.
Porto Rico..........	7c.@8¾c.	White..........	9⅛c.@10c.
Cuc orocha..........	7c.@7¾c.		

TALLOW—Sales have been reported to-day of 60,000 lbs., at 11c. ⅌ lb.

TEAS—The sales to-day passed off pretty briskly. All the desirable lots of old, especially of Green, were readily taken at full prices. The new were in demand at uniform rates, but were mainly withdrawn, owners looking for higher prices.

WHISKY—Sales have been made since our last of 250 bbls., in lots, at 27c.@27¼c. ⅌ gallon.

FREIGHTS—Were very quiet to-day. For Liverpool, the engagements included only 91 bales Sea Island Cotton at ¾d. ⅌ lb.; some Resin at 1s. 10½d.; and 70 boxes Bacon at 17s. 6d. For London, 10 tcs. Beef at 4s. 9d.

Markets by Telegraph.

MOBILE, Thursday, Feb. 17.

The sales of COTTON to-day were 4,000 bales, at 10¾c. for Middling; there is an improved demand.

NEW-ORLEANS, Thursday, Feb. 17.

The sales of COTTON to-day were 8,500 bales, at unchanged prices. FLOUR, $5 25@$5 50; OATS, 80c.; CORN, 90c.

SAVANNAH, Thursday, Feb. 17.

The sales of COTTON, to-day, were 3,550 bales, at unchanged prices; sales of the week, 8,250 bales; receipts of the week, 12,250 bales; total receipts here to date, 332,000 bales; increased receipts at all the ports, 1,018,250 bales; stock at this port, 70,000 bales.

PHILADELPHIA, Thursday, Feb. 17.

BREADSTUFFS firmer, but without activity; prime wheat scarce, and wanted. PROVISIONS quiet; Mess Pork, $18 50. LARD lower, and selling at 12¼c.@13c. SUGAR—New-Orleans, 7¾c.@7⅞c. WHISKY dull, at 28c.@29c.

AUGUSTA, Ga., Thursday, Feb. 17.

COTTON has advanced ¼c.; sales to-day 1,000 bales.

BALTIMORE, Thursday, Feb. 17.

FLOUR firm, at $6 for both Howard-street and Ohio. WHEAT unchanged. CORN declining, and selling at 73c.@75c. for both White and Yellow. PROVISIONS less firm. WHISKY quiet, at 26c.

CHARLESTON, Wednesday, Feb. 16.

COTTON rather inactive, and not many buyers; sales 1,100 bales, at 9¾c.@11¾c.

SAVANNAH, Wednesday, Feb. 16.

COTTON buoyant; sales, to-day, 2,500 bales, of which 1,375 were at 11¾c.

Philadelphia Stock Market.

PHILADELPHIA, Thursday, Feb. 17.

Stocks inactive but firm. Pennsylvania State Fives, 92¾; Reading Railroad, 24¾; Morris Canal, 47¾; Long Island Railroad, 11¾; Pennsylvania Railroad, 43¾.

Movements of Ocean Steamers.

FOR EUROPE.

Names.	Date.	Leave.	For.
New-York..........	Feb. 19	New-York	Southam'n.
America..........	Feb. 23	Boston	Liverpool.
Indian..........	Feb. 26	Portland	Liverpool.
City of Manchester.	Feb. 26	New-York	Liverpool.
Saxonia..........	Mar. 1	New-York	Hamburg.
Africa..........	Mar. 2	New-York	Liverpool.
Prince Albert..........	Mar. 1	New-York	Galway.
FROM EUROPE.			
City of Manchester.	Feb. 2	Liverpool	New-York.
Bremen..........	Feb. 5	Bremen	New-York.
Prince Albert..........	Feb. 8	Galway	New-York.
Africa..........	Feb. 12	Liverpool	New-York.
Fulton..........	Feb. 9	Southamp'n.	New-York.
Canada..........	Feb. 12	Liverpool	Boston.
FOR THE PACIFIC COAST.			
Star of the West....	Feb. 21	New-York	Aspinwall.
Quaker City..........	Feb. 22	New-Orleans	Minatitlan.
FOR MEXICO.			
Tennessee..........	Mar. 1	New-Orleans	Vera Cruz.
FOR HAVANA.			
Isabel..........	Feb. 19	Charleston	Havana.
Black Warrior..........	Feb. 19	New-York	Havana.

Passengers Arrived.

In steamship Jamestown, from Norfolk, Richmond, &c.—Jos. C. Mann, E. R. Gridley, Geo. H. Blake, Miss E. Defay, Capt. J. Mehan, Mrs. Thos. Harvey, H. N. Mead, J. W. Atkinson, Isaac Crahy, L. P. Ellis, Wm. H. White, J. M. Pullen, Mrs. N. B. Strong, W. H. Chapman, Jno. A. McClean, Jno. D. Whitehead, and 7 in the steerage.

MINIATURE ALMANAC—THIS DAY.

Sun rises.... 6 51 | Sun sets.... 5 42 | Moon rises... 7 28

HIGH WATER—THIS DAY.

Sandy Hook. 8 21 | Gov. Island. 9 10 | Hell Gate... 10 32

MARINE INTELLIGENCE.

NEW-YORK....THURSDAY, Feb. 17.

Cleared.

Steamship Philadelphia, Harrison, Havana and New-Orleans, M. O. Roberts.

Steamers J. R. Thomson, Wright, South Amboy, W. Dalzell; Alida, Wilder, Baltimore, master; Delaware, Copes, Philadelphia, F. Perkins.

Ships John Fyfe, Pemper, Glasgow, Dunham & Dimon.

Barks D. S. Goodell, Lee, Cumberland Harbor, John R. Bacon; Chas. Williams, Geddes, Sierra Leone, Fosdick; Old Hickory, Holmes, St. Mary's River, Fla., I. B. Gager; Virginia, Hill, Barbadoes, Smith, Jones & Co.; E. Schultz, Howard, New-Orleans, Robson & Fosdick.

Brig Rolling Wave, Hall, Sombrero, John R. Dow.

Schooners Ida Mailler, Hubbard, Aux Cayes, Merrill & Abbott; Maria Jane, Crosby, Trinidad, Miller & Houghton; Astoria, Wooster, Jacksonville, Thompson & Hunter; Tryphenia, Nickerson, Norfolk and Portsmouth, Sturges, Clearman & Co.; Eliza J. Rayner, Rayner, Apalachicola, Oakley & Keating; A. J. De Rosset, Tucker, Wilmington, Jonas Smith & Co.; [illegible] Van Name, [illegible]; Maria Jane, Jones, Richmond, C. M. Fry & Co.

Arrived.

Steamship Lebanon, (Br., screw,) Cook, Liverpool Jan. 30, with mdse. and passengers to E. Cunard.

Steamship Jamestown, Parrish, Richmond, &c., with mdse. and passengers to H. Ludlam. Thursday, 6¾ A. M., Absecum Light-house N. by W., distant 16 miles, passed schr. J. W. Lindsay, of Fall River, [illegible] stroke, standing off shore.

Steamer Locust Point, French, Baltimore, with mdse. to H. B. Cromwell & Co.

Steamer Delaware, Copes, Philadelphia, with mdse. to F. Perkins.

Steamer Curlew, Arey, Providence, with mdse. to Isaac Odell.

Bark Theresa, Foster, Maracaibo Jan. 28, with coffee, skins, &c., to Maitland, Phelps & Co. 10th inst. fell in with the wreck of [illegible], of Maitland, N. S., from New-York for the West Indies; [illegible] running high with the wind. [illegible] in Charleston, S. C.

Bark [illegible]

Brig Geraldine, [illegible], D. C. Murray.

Brig St. Agnes, (Br.) Campbell, Turk's Island 14 ds., in ballast to J. S. Whitney & Co. [illegible] 13th inst., [illegible] Gulf Stream.

Schr. Robert Caldwell, Hudson, Charleston 6 ds., with cotton, &c., to McCready, Mott & Co.

Schr. Jamestown, Latourette, Savannah 6 ds., with cotton, &c., to Demill & Co.

Schr. Davison, Ryder, Norfolk 24 hours, with grain to J. G. Williams.

Schr. Kate Field, Robbin, Savannah 8 ds., with cotton, &c., to D. C. Murray.

Schr. Shaheen, (of Camden,) Cooper, Balize, Hond., Jan. 26, with rosewood, &c., to J. Jex. Left no American vessels.

Schr. L. P. Smith, Cheesebro, Wilmington, N. C., 5 ds., with cotton, &c., to Jonas Smith & Co. Sld. in co. with schr. J. D. Williams, for New-York.

Schr. Wm. Allen, (3 masts,) Grant, Wilmington, N. C., with naval stores to master.

Schr. H. Blackman, Sherman, Washington, N. C., 6 ds., with naval stores to master.

Schr. F. R. Stockton, Cramer, Washington, N. C., 5 ds., with naval stores, to master.

Schr. Gazelle, Rodgers, Edenton, N. C., 10 ds., with corn to J. G. Williams.

Schr. O. H. Booth, Burger, Richmond 5 ds., with flour, &c., to C. H. Pierson.

Schr. Gallego, Pierson, Richmond 4 ds., with flour to C. H. Pierson.

Schr. Leroy, Osborn, Norfolk 2 ds., with grain to J. G. Williams.

Schr. Carthagena, Crapo, City Point 3 ds., with cotton to C. M. Fry.

Schr. Henry Finch, Davey, Georgetown, D. C., 3 ds., with coal.

Schr. J. Birdsall, Chamberlain, Georgetown, D. C., 3 ds., with coal.

Schr. R. C. A. Ward, (3 masts,) Edwards, Virginia 3 ds., with wood.

Schr. Wm. Bement, Parker, Virginia 3 ds., with wood.

Schr. C. P. Williams, Collins, Virginia 3 ds., wood.

Schr. E. H. Parker, Parker, Virginia 3 ds., with wood.

Schr. Wm. Capes, Van Name, Virginia 3 ds., wood.

Schr. Joseph Guest, [illegible], Virginia 3 ds., with wood.

Schr. Ocean Wave, English, Norfolk 3 ds., with wood.

Schr. S. Alden, Sears, Alexandria 3 ds., with coal.

Schr. E. H. Shannon, [illegible], Alexandria 4 ds., with coal.

Schr. W. Van Cleaf, Applegate, Alexandria 3 ds., with coal.

Schr. Village Gem, Hinckley, Alexandria 4 ds., coal.

Schr. Sea Witch, Smith, Alexandria 4 ds., with coal.

Schr. C. Kemp, Stacey, Baltimore 4 ds., with coal.

Schr. Seguine, Kingsland, Baltimore 4 ds., with coal.

Schr. Eliza & Rebecca, Price, Norfolk 2 ds., cotton.

Sloop Hope, Collins, Absecom 2 ds., with coal.

BELOW—Bark W. O. Alden, from New-Orleans, with mdse to F. Alexandre.

WIND—During the day, from southward.

Sailed.

Bark Eliza Barss, for Bermuda. Brigs Baltimore, for Port-au-Prince; Truxillo, for Bermuda. Schr. Mary Emma, for Lavacca.

By Telegraph.

NEWPORT, Feb. 16—Arr. schrs. Susan & Mary, Nichols, Narragansett Pier, for New-York; Eliza Hamilton, Shute, Fall River, for New-York; Anna Taylor, Wells, New-York, for Plymouth.

Passed up West Bay—Bark M. J. Colcord, Milliken, Mobile, for Providence.

Sld—Schr. J. W. Bell, Dayton, New-York, for Fall River.

In port—Brig Ellen, O'Brien, Providence, for St. John, N. B.; schrs. J. B. Dickinson, Wheaton, Philadelphia, for [illegible]; Ocean Star, Allen, Boston, for New-York; Louisa, Chase, do. do.; Hydrangea, Butler, Boston, for Baltimore; Corinthia, Mowry, Eastport, for New-York; Buena Vista, Hall, Hyannis, for Norfolk; Mora, Nelson, Providence, for Philadelphia; Justice, Sheldon, Elizabethport, [illegible]; sloops Van Buren, Hix, New-York, for Somerset.

SAVANNAH, Feb. 16—Arr. ship Theodore, fm. London.

SAVANNAH, Feb. 17—Arr. brig Isabelita, from Havana.

SQUAN, N. J., Feb. 17, sundown—No vessels in sight bound in. Wind light E. N. E. foggy.

HIGHLANDS, N. J., Feb. 17, sundown—Barkantine Teresa is passing, bound in. Weather cloudy; wind light from S. E.

LONG BRANCH, N. J., Feb. 17, sundown—Nothing in sight bound in. Wind light S. E.; weather thick, with indications of snow.

SANDY HOOK, N. J., Feb. 17, sundown—Bark William O. Alden, brig Jachim, and schr. Helen, of Boston, at anchor on the Bar, bound in; Br. brig St. Agnes going up the bay; one bark and three brigs anchored at the W. Spit bound out. Wind light E. S. E.; cloudy.

BOSTON, Feb. 17—The bark California, hence for Buenos Ayres, with loss of foremast, has been towed off the sunken rock near George's Island, and still remains there. She will come off at high water. Arr. ships Isaiah Crowell, Turner, Calcutta; Boston, Palteo, Manila; Java, Smith, Charleston; bark Amanda Spear, Cooper, New-Orleans.

Highland Light, Cape Cod, 12 M.—Passed in ship Dauphin, from Mobile for Boston.

NORFOLK, Feb. 17—Arr. in Hampton Roads, ships Emily Farnham and B. F. Coxie, from Callao.

Ship Cherubim, from Callao for New-York, passed Cape Henry yesterday.

Miscellaneous.

THE ICE-BOAT ON THE UPPER MISSISSIPPI.—A telegram from the projectors of the ice-boat states that the ice at Prairie du Chien, on the upper Mississippi, is 22 inches thick and the surface free from snow as far as heard from in the direction of St. Paul, three hundred miles distant. Mr. Wiard has forty men employed on the ice-boat at Prairie du Chien, and it is expected to leave that place for St. Paul on the 1st of March. The driving wheels and runners, which were forwarded a short time since from the Novelty Works, have been received in good order.

BARK ZOTOFF.—We understand that the referees in this case having ascertained that the salvors boarded the vessel and directed the removal of some personal hazard, and rendered services in paying out chain, which probably prevented a total loss, have awarded to said salvors $1,600 for their services; and they have further found that the contract of the master of the tow-boat Rescue made with the salvors, was binding upon him, and limited the compensation for the services of said tow boat to the sum of $75, which he agreed to take.—*Boston Journal.*

The Br. bark Emma, previously reported wrecked, was from New-London, [illegible] bound for Montevideo.

NASSAU, N. P., Feb. 4—The ship Abby Blanchard, previously reported ashore, arrived here on the 3d inst., leaking so that one pump is going nearly half the time. The ship shows no strain or injury. According to Capt. Waite's account, she lay very quiet while ashore, and was easily got off, without discharging ballast. She sprung a leak very suddenly, and had 7 feet water in the hold when wreckers came alongside.—By letter to Ellwood Walter, Esq., Secretary Board of Underwriters.

BOSTON, Feb. 17—The ship Golden Cross, from Liverpool for New-Orleans, put back to Belfast, Ireland, Jan. 23, with sails split, &c. Would repair and proceed.

Spoken, &c.

A. H. Kimball—bark, from Mobile for Providence, 16th inst., 26 miles S. S. E. from the Highlands.—(By steamtug Achilles.)

Sea Foam—brig, from Rio Hache for Boston, 7th inst.

Foreign Ports.

At Maracaibo, Jan. 28, Tuscan bark Edvardo, Valerio, from Leghorn; was dismasted Dec. 11, in lat. 33 45, lon. 23 30; her cargo was landed by the barkantine Mateo, from Cadiz; lying outside the bar, barkantine Marie Postell, from France.

Foreign Shipping Intelligence.

[PER PRINCE ALBERT.]

Arrived from New-Orleans—Feb. 1, Lallah Rookh, at Queenstown; 4th, Mary O'Brien, at Liverpool.

Sailed for New-York—Feb. 1, Mortimer Livingston, from Torbay; 3d, R. L. Lane and Lady Franklin, from Liverpool; 4th, Resolute, from do.

Sailed for New-Orleans—Feb. 3, Holyrood, Lady Train, and Clara Wheeler, from Liverpool.

Sailed for Savannah—Feb. 1, Messina, from Cardiff; 2d, R. Cobden and Lady Bisbury, from Liverpool.

Sailed for Charleston—Feb. 3, Kalamazoo, from Liverpool.

Sailed for Boston—Feb. 3, Britannia and May Queen, from Liverpool.

MEMORANDUM.

The Yemassee, ashore near the Isle of Skye, has become a total wreck.

BUSINESS CHANCES.

TO LUMBER AND COAL MERCHANTS—A RARE CHANCE.—For sale the well-known lumber yard and planing mills in the Dock at Yonkers, consisting of one block of 22 lots, with building and Woodworth's planing machine in full order. Will be sold the whole or any part will be sold on liberal terms, as the present owner is about to engage in another business. For further particulars apply at No. 320 West-st., New-York, or on the premises.

$10,000 TO $15,000.—AN ACCEPTABLE partner, special or general, would be taken into a wholesale house established for ten years, and now in good credit and standing. An accession of the above amount of capital would complete facilities for safely extending a profitable trade. Address JOBBER, Box No. 3,721 Post-Office.

NOTICE IS HEREBY GIVEN THAT THE stock of goods of the firm of A. RAYMOND & CO., at No. 297 Broadway, the good-will of the business and the lease of the premises, No. 297 Broadway, are for sale by the Receiver. Apply to LEWIS B. LODER, Receiver, No. 145 Broadway, New-York. NEW-YORK, Feb. 17, 1859.

$2,000.—A GENTLEMAN HAVING THE ABOVE capital, is desirous of obtaining an interest in some respectable, established business, either manufactory or mercantile character, which will bear strict investigation. Address O. F., No. 724 Broadway.

TO HOTEL-KEEPERS AND LANDLORDS.—A young man of several years' experience in some of the first-class hotels, both in New-York and in the country, desires to lease a small, well-furnished hotel, or take an interest in one where he can devote his services. Address ALBERT ROE, New-Haven, Conn.

$20,000.—WANTED—A SPECIAL PARTNER in an established legitimate manufacturing business. The investment is guaranteed, and extra capital is sought only to enlarge the same profitably. Address E. A. B., Box No. 132 Post-Office.

TO TAILORS.—THE STOCK AND FIXTURES of a clothing store, in a good business location, established 1838, for sale, proprietor going West. Address D. H. S., Broadway Letter Office.

FOR SALE—THE STOCK AND FIXTURES OF the boot and shoe store No. 149 1st-av., next door to 10th-st.

$10,000.—PARTNER OR AGENT WANTED, with $10,000, in an established and paying business. Address N. W., Box No. 156 *Times* Office.

MISCELLANEOUS.

ALE PUMPS! ALE PUMPS!! We are now manufacturing ale pumps of all descriptions, from the ordinary pump, (with brass and plated counter cock) to the beautiful pull pumps in black walnut cases, from two to six, three and four six pumps. Keepers of hotels, restaurants, public houses and stores are invited to call and examine our assortment before purchasing. All pumps warranted for one year from date of sale. [illegible] Croton water introduced into stores, &c., [illegible] the most approved plan. G. & J. J. WHITFIELD & CO., Plumbers and Pewterers, No. 262 Water-st., near Peck Slip, New-York.

SUBMARINE TELEGRAPH CABLE FOR SALE—By the New-York, Newfoundland and London Telegraph Company, in lengths to suit purchasers, about 38 miles of superior quality, three wire Submarine Telegraph Cable, which was prepared by Messrs. GLASS, ELLIOT & Co. of London. For particulars, inquire of R. W. LOWBER, Secretary, No. 8 Wall-st.

A STOCK OF DESIRABLE JEWELRY, by a house of undoubted standing in New-York, Brooklyn, and desirable localities for the same. Samples at the office of DINGEE & HOLDEN, No. 9 Nassau-st.

MAPES' SUPER-PHOSPHATES OF LIME—The best and cheapest fertilizers known. Circulars sent if required. Address CHAS. V. MAPES, Office of the *Working Farmer*, No. 143 Fulton-st.

COBURN'S EXTRA OIL—VERY SUPERIOR for machinery and burning—none more desirable. Barrels, 20 to 40 gallons. JOHN W. QUINCY & CO., No. 98 William-st.

LADIES' PERIODICAL GIRDLES—FOR sale or manufactured to order, by NEW-YORK ELASTIC COMPANY, No. 325 Broadway, up stairs.

LADIES' FURS WANTED—A SET OF MINK or Sable, worth from $50 to $100. Address, with price, C. O. D. MINK, St. Nicholas Hotel, stating price.

INSURANCE STOCK BOUGHT—EVERETT, Homestead, Atlantic, and Lafayette. Address, C. B. LeBARON, No. 12 Wall-st.

CASH PAID FOR RAGS AT NO. 270 WATER-st.